

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 107	
2. CONTRACT NO.		3. SOLICITATION NO. N40192-16-R-0006	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 02 Feb 2016	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY COMMANDING OFFICER - NAVFAC MARIANAS IPT SERVICES PSC 455, BOX 195 FPO AP 96540-2937			CODE N40192	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in NBG BLDG 4175A, Santa Rita until 04:30 PM local time 04 Mar 2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:		A. NAME MATTHEW D. BLAZ	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 671-333-3177	C. E-MAIL ADDRESS Matthew.Blaz@fe.navy.mil
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

AWARD (To be completed by Government)

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year - CMS MAC FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) Construction Management Services Multiple Award Contract (CMSMAC), Guam for a period of 12 months. A task order for the minimum guarantee will be issued concurrently with the award of the basic contract. FOB: Destination	8,000,000	Task		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	First Option Year - CMS MAC FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) Construction Management Services Multiple Award Contract (CMSMAC), Guam for a period of 12 months. FOB: Destination	8,000,000	Task		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Second Option Year - CMS MAC FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) Construction Management Services Multiple Award Contract (CMSMAC), Guam for a period of 12 months. FOB: Destination	8,000,000	Task		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Third Option Year - CMS MAC FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) Construction Management Services Multiple Award Contract (CMSMAC), Guam for a period of 12 months. FOB: Destination	8,000,000	Task		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Fourth Option Year - CMS MAC FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) Construction Management Services Multiple Award Contract (CMSMAC), Guam for a period of 12 months. FOB: Destination	8,000,000	Task		

MAX
NET AMT

Section C - Descriptions and Specifications

DISCRIPTION / SPECIFICATIONS**STATEMENT OF WORK**

C1. SCOPE: The Contractor shall provide support services to satisfy the overall operational objectives of the Naval Facilities Engineering Command (NAVFAC) Marianas, Capital Improvements Business Line. The primary objective is to provide construction management services on work undertaken by NAVFAC Marianas to execute NAVFAC construction projects and those of its customers. The Contractor shall provide construction management personnel, to support the work conducted by the Facilities Engineering & Acquisition Division (FEAD) and/or the Resident Officer in Charge of Construction (ROICC) field offices and other offices within NAVFAC Marianas area of responsibility. References to the ROICC office, ROICC, and Deputy ROICC shall be synonymous to the FEAD, FEAD Director, and Deputy FEAD Director.

C1.1 Basis of Award. The work described in the paragraphs below will be awarded on an IDIQ pre-priced schedule on a task order basis as required.

C1.2 Requirements. The Construction Management Services Contractor (CMSC) shall provide construction management services, including prime contractor management and administrative support. Such services will be performed primarily by Construction Surveillance Engineer (CSE) and Construction Surveillance Engineering Technicians (CSET). Construction management support may also be required to be provided by Schedulers, Cost Estimators, Building Information Model (BIM) Specialists, and Temporary Field Office space.

C1.2.1 Anticipated Assigned Projects. The CMSC shall provide construction management personnel as part of the construction management team for assigned projects. The overall construction management team responsibility of assigned projects will be in the range of \$100M-\$300M Work-in-Place/year. Locations of the assigned projects are primarily on Guam, but may occasionally include outlying areas within NAVFAC Marianas' area of responsibility.

C1.2.2 Required Travel for Construction Projects outside Guam. If travel is required for construction projects outside of Guam, travel costs will be negotiated under the task order. The provisions of the Joint Travel Regulations (JTR) will apply.

C1.2.3 Assigned work will include multi-discipline design construction projects or tailored design construction projects that vary in type, magnitude, and complexity. Multi-discipline design construction projects are new construction or major renovation/repair/restoration work with complex design and plans and specifications. These projects are military construction, housing, or large repair/maintenance projects. Tailored design construction projects are renovations and/or some new construction with routine design and plans and limited specifications for repair/maintenance projects. Facility types include, but are not limited to, operations and training range facilities; maintenance and production facilities; industrial waste treatment facilities; supply facilities; hospital-medical facilities; administrative facilities; housing and community facilities; aviation and petroleum, oil, and lubricants (POL) facilities; wharves, water/wastewater or electrical/power utilities, and grounds improvement.

C1.2.4 If events warrant or workload shifts, the Government has the option of reassigning CMSC personnel to support other field offices within NAVFAC Marianas's area of responsibility at no additional cost.

C1.2.5 The CMSC shall be required to commence work under this contract immediately upon award of the task order by submitting to the Contracting Officer a list of qualified personnel for such services. The CMSC will be required to provide qualified personnel to start work within thirty (30) calendar days of receipt of the Task Order, to include security clearance and administrative processing. The Task Order shall be for a minimum of four (4) to a maximum of twelve (12) months of service, maximum of fifty (50) hours per week.

C1.2.6 The CMSC shall perform work in accordance with the general paragraphs and contract clauses in the

contract.

C2. GENERAL REQUIREMENTS.

C2.1 Project Information/Scope. The CMSC, acting as an independent contractor and not as an agent of the Government, shall provide necessary personnel, facilities, instruments, supplies, travel, material and equipment for construction services. The construction management services provided shall supplement existing NAVFAC workforce and provide the capability to support construction projects and associated effort undertaken by NAVFAC Marianas and its customers located within the NAVFAC Marianas mission area and that of its supported commands. The CMSC's personnel shall be comprised of Construction Surveillance Engineer (CSE) and Construction Surveillance Engineering Technicians (CSET), Schedulers, Cost Estimators, and BIM Specialists to provide construction management support services including, but not limited to the details described below to ensure that construction workmanship is being performed in accordance with the construction contract documents. The objective is to satisfy the overall operational objectives of the NAVFAC Marianas and its supported commands.

C2.2 The overall management responsibility for the administration of a construction contract resides with the FEAD (Facilities Engineering & Acquisition Division)/ROICC (Resident Officer in Charge of Construction). The primary responsibility of the CMSC is to furnish the FEAD/ROICC or their designated Government representatives with documentation indicating whether the construction conforms to the contract requirements and/or products and services that will enable the FEAD/ROICC teams to effectively manage assigned construction contracts. The CMSC shall follow NAVFAC Business Management System (BMS) and/or current NAVFAC Marianas procedures in the execution of required tasks. The BMS describes how NAVFAC provides products and services such as those listed below. The CMSC has no authority to direct the construction contractor(s) in any way regarding methods or procedures and shall not interfere with methods of performance unless life and/or property are endangered. The FEAD/ROICC or its designated Government representative will be responsible for and sign all correspondence and specific directives to the contractor(s).

C2.3 Non-personal Service Statement. The CMSC shall not provide personal services as defined by FAR 37.104. CMSC employees performing services shall be controlled, directed, and supervised at all times by management personnel of the CMSC. The CMSC management shall ensure that employees properly comply with the performance work standards outlined in the statement of work (SOW). CMSC employees shall perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the SOW may not be interpreted or implemented in any manner that results in any CMSC employees providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Part 37.1 of the Federal Acquisition Regulation (FAR).

C2.4 Professional Supervision by CMSC. All services provided under this contract shall be performed under the supervision and direction of a Program Manager or Supervisor. The Program Manager or Supervisor must have the same qualifications or better than the Construction Surveillance Engineer as stated below.

C2.4.1 Supervision of CMSC personnel assigned work on this contract is the responsibility of the CMSC. As a practical matter, Government personnel may on a frequent basis, directly coordinate with or provide guidance and/or other types of information to CMSC personnel concerning the technical or administrative aspects of work being performed. This is particularly true in those instances where Government and CMSC personnel are working in close proximity with one another. However, at all times the direct lines of communication for establishing work requirements and standards of quality will come through the CMSC's management chain of supervision.

C2.4.2 The CMSC shall be responsible for assuring that personnel used in performance of construction management services have appropriate qualifications for accomplishment of the tasks assigned. The Government may, in writing, require the CMSC to remove from the work any of its personnel that the Government reasonably determines are unqualified or otherwise fail to adequately perform tasks assigned to them. The CMSC shall provide similarly qualified replacement personnel within 30 working days.

C2.4.3 The CMSC shall identify the Program Manager or Supervisor who will provide supervisory duties for the CMSC personnel or team. The Contracting Officer (KO) or the Contracting Officer's Representative (COR) will coordinate with the Program Manager or Supervisor for the particular task order project assignments.

C2.4.4 The CMSC Program Manager or Supervisor shall submit a monthly status report to update the Government on the status of the services provided. The CMSC Management shall be available to meet with the FEAD/ROICC where required to discuss the status of the projects or performance of the CMSC personnel.

C2.5 Other Policies Concerning Contractor Personnel.

C2.5.1 When performing work associated with this SOW, CMSC personnel shall make clear to all individuals they deal with that they are Contractor employees and not DoD employees. Identification of contractor personnel also applies to all communication whether written or verbal. Vehicles provided and operated by contracted personnel must also be identified as contractor provided.

C2.5.2 CMSC personnel shall not perform "Inherently Governmental Functions" as defined by FAR 7.5. As a matter of law and policy, an Inherently Governmental Function is one so intimately related to public interest as to mandate performance by Government employees.

CMSC personnel shall not manage, supervise or task DoD civilian employees or military personnel while performing the tasks within this SOW. The CMSC personnel shall perform assigned tasks and coordinate with construction contractors to the extent necessary, but shall not direct the construction contractors. CMSC personnel shall not undertake any action which would create or modify Federal policy, obligate appropriated funds, bind or make any commitment for the expenditure of US Government resources. Further, measures shall be taken to avoid all appearance that the CMSC personnel have authority to bind or make commitments on behalf of the Government.

C2.5.3 CMSC personnel shall be required to safeguard data files and output products, regardless of format or media, in accordance with appropriate security measures for classification of data being handled within NAVFAC Marianas (see DoD Regulation 5200.1). CMSC personnel shall also safeguard Privacy Act Information in accordance with existing regulations.

C2.5.4 The CMSC shall ensure that all employees present a professional appearance that is appropriate for their position. CMSC employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The CMSC shall take prompt, appropriate action in all instances of employee misbehavior that may reflect adversely upon the Government. The CMSC shall furnish to the Contracting Officer or designated representative, for review, a written report of disciplinary action taken in those instances where an infraction of Government regulations has been reported and substantiated.

C2.6 Security Requirements. The CMSC shall comply with all federal, state, and local security statutes, regulations, and requirements. The CMSC shall become acquainted with and comply with all Government regulations as posted, or as requested by the Contracting Officer when required to enter a Government site. The CMSC shall ensure that all security/entrance clearances are obtained.

C2.6.1 Security Clearances. The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained and current, including clearances that are pending.

C2.6.2 Passes and Badges. All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Card (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. Lost or stolen badges shall be immediately reported to the Security Manager and the Contracting Officer. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.

C2.6.3 Automated Information Systems (AIS) Security. CMSC employees shall complete an initial Government security awareness and Information Assurance (IA) training and thereafter must complete annual IA refresher awareness training to maintain an active user account. At the end of contract performance, the CMSC shall ensure that all expired and/or temporary network user accounts and access cards are returned to the Government during a scheduled debriefing and/or exit meeting.

C2.6.4 Access to Sensitive Unclassified Information. Reference is hereby made to Navy-awarded contracts requiring CMSC access to sensitive unclassified information. Although these contracts are not classified and Contractor employees are not required to have a security clearance, the Department of the Navy (DoN) has determined that all DoN Information systems are sensitive regardless of whether the information is classified or unclassified. CMSC personnel whose work involves access to sensitive unclassified information warrants a judgment of an employee's suitability. Therefore, all personnel must undergo a National Agency Check Investigation (NACI) to verify their suitability. CMSC employees who require access to DoN controlled/restricted areas, not involving sensitive information or IT equipment and not involving access to classified information will be processed under the DoN Facility Access Determination (FAD) program. The following addresses those requirements for suitability judgment.

- a. Each CMSC employee must have a favorably completed NACI.
- b. If CMSC personnel currently have a favorably adjudicated NACI the Contractor shall notify the Security Manager of the Government command they will visit who will validate this in the Joint Personnel Adjudication System (JPAS). The request shall be renewed annually or for the duration of the contract if less than one year.

The Government Security Manager will process the NACI. The contract employee shall provide the completed Personnel Security Investigation (PSI) to the Security Manager via the Contracting Officer along with the original signed release statements and applicant fingerprints. Applicant fingerprinting are to be submitted in electronic form. The responsibility for providing the fingerprint rests with the Contractor. CMSC personnel must coordinate requirements with the Security Manager. The Security Manager will review the submitted information in Electronic Questionnaire for Investigations Processing (EQIP) for completeness, accuracy and suitability issues and will forward the completed SF85 along with attachments to OPM. Contractor fitness determinations made by the DoN CAF will be maintained in the JPAS. Favorable fitness determinations will support public trust positions only and not national security eligibility. If no issues are discovered, according to respective guidelines a "Favorable Determination" will be populated in JPAS and will be reciprocal within DoN. If issues are discovered, the DoN CAF will place a "No Determination Made" in the JPAS and forward the investigation to the submitting office for Government command's final determination.

C2.6.5 Classified and/or politically sensitive material shall not be released without prior written consent of the Contracting Officer, or as expressly stated in the SOW. In the event the Contractor requires access to classified information during performance, procedure prescribed by FAR 4.4 for safeguarding classified information shall apply.

C2.6.6 Contractor and subcontractor employees shall not disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

C2.6.7 Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the attention of the Contractor or any person under his control in connection with work under this contract, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C. Sec 793, "Gathering, Transmitting, or Losing Defense Information," 18 U.S.C. Sec 794, "Gathering or Delivering Defense Information to Air Foreign Government" and 18 U.S.C. Sec 798, "Disclosure of Classified Information."

C2.6.8 Access to Buildings. The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other

controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.

C2.6.9 Access Arrangements. The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.

C2.6.10 Deviations from or violations of any of the provisions of this contract requirement will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the withdrawal of the Government's acceptance and approval of employment of the individuals involved.

C2.7 Work Schedule. The CMSC personnel work schedule will be inter-scheduled with in-house Government personnel. The normal Government work shifts are 7:30 am – 4:30 pm (1 hour lunch break). Federal holidays and weekend days are not regular work days.

Observed Federal Holidays. The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

C2.8 Certifications, License, Physical Requirements or other Expertise Required of CMSC Personnel. The CMSC shall submit certifications and other documentation to substantiate personnel qualifications.

C2.9 Applicable Documents. The following documents provide specific and general guidance to perform construction management services under this contract. The CMSC shall be guided by these documents and the procedures, requirements, and methodology described in the documents shall be used unless they conflict with those in the CMSC's scope of work, in which case, the CMSC's scope of work shall govern.

C2.9.1 Specific Guidance on Safety

- a. EM 385-1-1 U.S Army Corps of Engineers Safety and Health Requirement Manual
- b. 29 CFR 1910 - Occupational Safety and Health Standards
- c. 29 CFR 1926 – Safety and Health Regulations for Construction

C2.9.2 General Guidance for Construction Management and Quality Assurance

- a. NAVFAC Business Management System (BMS)
- b. NAVFAC Engineering Construction Bulletins (ECB)
- c. NAVFAC Naval Engineering Training and Operating Procedure Standard (NETOPS)
- d. NAVFAC ET Handbook
- e. NAVFAC Marianas ROICC Manual
- f. NAVFAC Marianas Operations (OPS) Notes
- g. Applicable Local Command Construction Policies
- h. DoD Unified Facilities Guide Specifications
- i. DoD Unified Facilities Criteria
- j. Marianas Region Architectural and Construction Standards (MRACS) or Marianas Design, Architectural,

and Construction Standards (MDACS)

k. Applicable NAVFAC Design Manuals/Military Handbooks

C2.10 Construction Management Conference. Prior to the start of construction management services by the CSE, CSET, Scheduler, Cost Estimator, and BIM Specialist, the FEAD/ROICC will conduct a construction management conference to review construction requirements and discuss administrative procedures including: general base orientation, applicable base regulations, base fire, security, and emergency medical procedures, description of the Facilities Engineering Command (FEC) and FEAD/ROICC organizations, relationship of the Government to the Contractor personnel, and other relevant administrative information. The CSE, CSET, Scheduler, Cost Estimator, and BIM Specialist shall be represented by the Contractor's management personnel responsible for supervising the CMSC personnel at this construction management conference.

C2.11 Construction Management Services Orientation. The CMSC shall provide an orientation to assure that all new personnel performing construction management services under this contract are able to execute their duties in a competent and effective manner, with minimum time lost in learning their new duties. The orientation shall be provided during the new personnel's first month of employment under their contract and shall include, but not be limited to, instruction in properly completing the forms to be used by construction management personnel; a review of administrative procedures to be used in meeting the requirements of their contract; an explanation of the authorities and responsibilities of the construction management personnel and other personnel in the construction management organization as they relate to their contract; a review of general requirements levied on construction Contractors, such as safety requirements, environmental protection requirements, quality control requirements, and labor standards requirements and any necessary training in the actual technical procedures to be used in construction management.

C2.12 Government Furnished Resources. The Government will furnish the following to the CMSC for use only in connection with their contract:

- a. Contract documents for each construction contract assigned.
- b. Samples of forms required to be submitted under their contract.

C2.13 Contractor Furnished Resources. The CMSC shall furnish its personnel as follows:

C2.13.1 All necessary Personal Protective Equipment (PPE) such as safety vests, safety shoes, hard hats, safety glasses and any equipment necessary to accomplish the work and to adequately monitor the compliance of the construction contractor with applicable safety regulations.

C2.13.2 The CMSC shall provide, computers with web camera, multifunctional printers, scanners, internet and software, necessary to support the requirements of the individual task orders.

C2.13.3 Standard office supplies including but not limited to paper, folders, binders, pens, pencils, digital camera, and cell phone.

C2.13.4 CMSC shall furnish ground transportation including vehicles bearing identifying CMSC company signage for contracted employees to attend meetings, visit assigned worksites and others locations within the NAVFAC Marianas area of responsibility.

C2.13.5 CMSC shall be responsible for air transportation of personnel to assigned duty station within the NAVFAC Marianas area of responsibility.

C2.13.6 A task order may be issued for the establishment of a field office, where the CMSC is to provide work spaces for the contracted staff on Government property as designated by the Contracting Officer (KO) to include all resources as specified in C2.13.2 and C2.13.3. Task orders issued for field offices provided by the CMSC shall meet the requirements of the UFGS 01 50 00 for temporary office space. Field offices shall be a minimum of 1600

sq. ft., of which 150 sq. ft. of lockable private office space with two workstations complete with telephone and hard-lined internet service provided for use by Government personnel.

C2.13.7 The CMSC shall provide for their own main office workspaces.

C3. SPECIAL CLAUSES

C3.1 Insurance.

C3.1.1 The CMSC shall procure and maintain during the entire period of their performance under their contract the following minimum insurance coverage:

- a. Comprehensive General Liability: \$500,000 per occurrence
- b. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage
- c. Workmen's Compensation: As required by Federal and State law
- d. Employer's Liability: \$100,000 except in states where worker's compensation may not be written by private carriers
- e. Other Insurance: As required by State law

C3.1.2 Prior to commencement of work hereunder, the CMSC 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 the laws of the State in which their contract is to be performed and in no event less than (30) days after written notice thereof to the Contracting Officer. In addition, the comprehensive general and automobile policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

C3.1.3 The Contractor agrees to insert the substance of their clause, including paragraph 3.1, and subparagraphs in all subcontracts hereunder.

C3.2 Conduct of Construction Management Service Contractor Personnel. All CMSC employees and subcontractor personnel are prohibited from engaging in any action which might result in, or reasonably be expected to create the appearance of a conflict of interest.

C3.2.1 The CMSC personnel shall not solicit or accept financial or other consideration directly or indirectly from construction contractors performing work for the NAVFAC.

C3.2.2 Furthermore, the CMSC personnel shall not give preferential treatment to any persons affiliated with construction Contractors or suppliers engaged in performing or seeking to perform work with NAVFAC.

C3.2.3 Each CMSC proposal, be it for task order or modification, must clearly identify conflicts or potential conflicts of interest. If no conflict exists, the contractor shall so state.

C3.3 Restrictions on CMSC. The CMSC, its subsidiaries, and its affiliates shall not be permitted to compete for construction contracts covered by this construction management service contract or being performed at the same time and within the same area covered by the construction management service personnel.

C3.3.1 The work to be performed may create an actual or potential organizational conflict of interest on future

acquisitions. The CMSC, its subsidiaries, or affiliates that design, prepare or assist in the preparation of SOW, plans and specifications for a construction contract cannot provide the construction management services sought under this contract in relation to those construction contracts on which they provided design and specification preparation services unless such work is: 1) consistent with any organizational conflict of interest provisions in the contract under which such work was performed; and 2) performed under conditions that fully mitigate any potential organizational conflicts of interest. Design and specification preparation services include concept design, which includes preparation of project programming documents (DD1391), facility sitting studies, environmental assessments, or other activities that result in identification of project scope and cost. Offerors should refer to FAR subpart 9.5 - ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST.

C3.3.2 The CMSC shall maintain confidentiality at all times of proprietary information pertaining to construction contractors, service providers or A-E firms with whom its employees come into contact. These contacts may occur during the course of work pertaining to this contract, or as the result of working in proximity to such information. The CMSC shall institute procedures acceptable to the Contracting Officer and fully comply with the Government's procedures for maintaining the confidentiality of information and maintenance of Federal procurement integrity standards of performance. All CMSC personnel will be required to maintain the security and confidentiality of all information that directly or indirectly comes into their possession or attention on a strict operational need-to-know basis. The CMSC's management and supervisory personnel will not seek, receive or otherwise have access to operational information or data that is being utilized by its employees in the performance of this contract where other companies, firms or contractors are involved or where such information is confidential to the interests of the U.S. Government and/or its clients and customers. This prohibition does not preclude the CMSC's appropriate management and supervisory staff from having access to information needed in the process of addressing Government observations pertaining to less than satisfactory work performance by its employees. Nevertheless, in all such cases, access to such information will be kept to the minimum necessary for correction or resolution of those performance complaints. A standard non-disclosure agreement will be required of each CMSC employee.

C3.3.3 When submitting proposals or bids for other NAVFAC-awarded and/or executed projects, the CMSC shall disclose and require its subsidiaries and associates to disclose in their proposals, their involvement on this contract.

C4. DUTIES AND QUALIFICATIONS OF CONSTRUCTION SURVEILLANCE ENGINEER (CSE)

C4.1 GENERAL. This section describes the general scope of services for a CSE provided under the CMSC and defined by Task Order and individual SOW. The CSE shall provide management support to NAVFAC Marianas for construction services such as construction inspection, quality assurance, monitoring environmental compliance and contract administration. Each CSE shall perform construction management contract services for up to 15 contracts at one time.

C4.2 SCOPE OF SERVICES. The CMSC shall provide all labor, material, equipment, and software which may include but is not limited to Microsoft Office (Word, Excel, Project, PowerPoint, Outlook), Adobe Acrobat Professional, and Primavera P6 or current version, and RS Means/CostWorks necessary for the CSE to complete the work described in the paragraphs below. Other software such as Autodesk (Autocad and Revit) and supporting BIM software may be required and requested on an as-needed basis. The CMSC will be requested on a task order basis to furnish tasks as defined in this SOW. In addition, the Government may request the CMSC provide a CSE with discipline or project specific type experience (structural, electrical, mechanical or civil) on specific task orders. The CSE with discipline or project specific type experience must have the qualifications listed in section C4.3 plus ten (10) years of the discipline or project specific type experience requested.

C4.3 QUALIFICATIONS. The CSE shall have the following qualifications, and possess the skills and abilities listed below:

- a. Shall be a graduate of an accredited college or university with a Bachelor of Science in Architectural or Engineering degree (four year degree minimum).
- b. Construction technical competencies and qualifications to verify that a specific level of workmanship was obtained.

- c. Minimum of five years construction engineering or construction management experience.
- d. Knowledge of construction scheduling methods and familiarity with the use of scheduling software, including but not limited to Primavera Suretrak/P3/P6 and Microsoft Projects.
- e. Proficiency in computer software programs such as Microsoft Word, Excel, PowerPoint, and Outlook; Adobe Acrobat Professional; and RS Means/CostWorks.
- f. Average agility and dexterity. CSE will be required to perform duties that involve moderate walking over rough, uneven or slippery surfaces, recurring bending, crouching, stooping, stretching, climbing ladders or similar activities, recurring lifting of moderately heavy objects less than 50 lbs such as testing or measuring equipment, and regular visits to construction sites.
- g. Ability to communicate effectively, concisely and authoritatively in English both orally and in writing. Experience in preparing correspondence, written reports, and in briefing management personnel.
- h. Experience in developing and maintaining complex, long term, multi-year program construction management activities including submittal and Request for Information (RFI) processing.
- i. Experience and familiarity with Federal building design criteria and construction guide specifications.
- j. Knowledge of construction practices and techniques, e.g., proper applications of construction materials and methods of installation.
- k. Ability to accurately calculate construction costs for changes, price the value of needed work, and provide recommendations for equitable adjustments.
- l. Ability to monitor the preparation of as-built activities of contractors to ensure that those documents are being prepared on an on-going basis. Ability to review contractor submissions of as-built drawings for completeness and accuracy and advice in writing the appropriate Government personnel as to the acceptability of such submissions.
- m. Ability to identify critical and long lead-time materials and recommend procurement strategies to prevent negative impact on quality, cost, and schedule.
- n. Completed the 30 Hour OSHA Construction Training within the past 2 years.
- o. 40-hour NAVFAC Hazard Awareness Course.
- p. Construction Quality Management (CQM) for Contractors Training.
- q. U.S. Citizen or Permanent Resident.
- r. A valid driver's license.

C4.4 DUTIES AND RESPONSIBILITIES. Specific tasks for the CSE include but are not limited to the following:

C4.4.1 Coordinate requests from Construction Contractor and Client. Coordinate request from the construction Contractor for outage requests, excavation permits, burn permits, haul routes and other similar items. This will require liaison with the FEAD/ROICC and appropriate base personnel (Security, Public Works, Fire Department etc.) The CSE shall track status of the various requests and anything pending after five calendar days shall be investigated and a report made to the FEAD/ROICC. This service shall be provided continuously as required during the construction period for each construction contract.

C4.4.2 Attend Meetings and Conferences. The CSE shall attend meetings and conferences. This task includes attending, taking notes, providing information to the FEAD/ROICC or the FEAD/ROICC's representative at the following meetings, conferences and briefings:

C4.4.2.1 Preconstruction Conference. The CSE shall attend the preconstruction conference for each assigned construction contract. The location, date and time of the conference will be provided by the PW/FEAD/ROICC by email normally about two weeks prior to the conference. The purpose of the conference is to present to the construction Contractor the administrative information necessary for execution of the construction contract, as well as to present a forum in which those personnel involved in the execution, construction management, and administration of the construction contract may meet one another, discuss relationships under the contract, and offer and receive clarification on points related to contract administration. The CSE shall assure attendance of those personnel who will perform on-site construction management of the construction contract. These personnel will be introduced and their functions explained to the construction Contractor. Procedures for review of various submittals

and payment requests of the construction Contractor, including the function of the construction management Contractor in the review of these submittals will be explained. Written minutes of the conference shall be taken by the CSE and provided to the prime construction Contractor. The CSE shall keep the firm's notes on the proceeding of the conference insofar as they affect the firm's responsibilities under this contract.

C4.4.2.2 Safety Meetings. The CSE shall attend safety meetings called by the FEAD/ROICC with the construction Contractor. At these meetings, the CSE shall be prepared to discuss any safety infractions committed by the construction Contractor, with information as to specific paragraphs of the U.S. Army Corps of Engineers Safety Manual violated by the construction Contractor, and to offer advice to the FEAD/ROICC on safety matters related to the construction contract. The frequency of these meetings is dependent on the risk exposure of the job and the performance of the construction Contractor. The CSE shall plan on one safety meeting per month for each construction contract assigned.

C4.4.2.3 Contractor Quality Control (CQC) Meetings. The CSE shall participate with the Government in CQC meetings with the construction Contractor. At the beginning of each project, there will be a QC Mutual Understanding meeting to discuss the construction Contractor's QC plan. The CSE shall plan on one CQC meeting per week per contract. The execution of the CQC plan by the construction contractor will be discussed at these meetings. The CSE shall be called on to provide assessments of the construction CQC performance.

C4.4.2.4 Other Conferences and Meetings. The CSE shall attend other conferences called by the Government with the construction Contractor to discuss partnering, scheduling, potential claims, Red Zone, specific areas of work or problems during the progress of the construction contract. The CSE shall ensure the attendance at these conferences of those personnel directly involved in the area being discussed (specific problem or item) to offer to the Government information and advice on the subject being discussed as the management personnel for the Government.

C4.4.3 Provide Construction Briefings and Reports. The CSE shall conduct construction progress briefings once every week for the Government at a location on base. At that time, the CSE shall brief Government personnel on the status of construction as determined by the construction management performed by CSE. In addition to general progress on each construction contract, significant events, problems, starts or completion shall be briefed. The CSE shall provide at this meeting three copies of a Construction Progress report detailing the highlights of the briefing. The report shall be as designated by the Government and may be in any logical format but will list the title and number of each construction contract; percent complete, both actual and scheduled, anticipated completion date, and a brief narrative of progress made during the period reported on as well as significant highlights to include quality, safety, environmental, schedule non-compliance, and pending government actions that may be holding up progress. The progress report for each contract assigned and submitted on the last Friday of the month shall include an estimate of anticipated Work-In-Place (WIP) for the remainder of the fiscal year. For each project that falls below its corresponding WIP projection for the month, the CSE shall provide an explanation for the difference in WIP. The CSE shall also provide informal construction management updates to the Government representatives.

C4.4.4 Review of Submittals. The CSE shall provide review of submittals designated for "Government" approval. Review shall include reviewing and providing written comments and recommendations, for approval or disapproval, to the Contracting Officer's Representative (COR) within seven (7) calendar days after receipt of the submittal.

Provide construction schedule review/analysis and notes/comments/recommendations on the following:

C4.4.4.1 Progress Schedules and Network Diagrams. The CSE shall review progress charts and schedules for construction Contractors required under FAR clause 52.236-15 entitled "Schedules for Construction Contracts" of the Contract Clauses and Division One of the construction contract and normally are submitted in the form of detailed Suretrak/P3/P6 Critical Path Method (CPM) Network Analysis schedule.

C4.4.4.2 Network Diagrams. The CSE shall check the CPM network analysis using the following checklist:

- a. Review and analyze the proposed Baseline Schedule, weekly 3-week look ahead schedules, monthly

schedule updates, monthly Schedule Variance Control diagrams and associated reports.

- b. Ensure Contractor compliance with contract scheduling requirements and accepted scheduling practices; validate Contractor schedule default settings are consistent with contract requirements.
- c. Verify that the construction schedule accurately documents activity progress.
- d. Verify that the construction schedule accurately shows the current plan to complete the remaining work.
- e. Confirm that the Contractor is following the plan for construction shown on the construction schedule.
- f. Provide schedule review comments and recommendations for acceptance.
- g. Provide early warning when projects begin to slide off schedule.
- h. Identify schedule delay factors.
- i. Provide possible solutions for mitigating schedule impacts.
- j. Monitor resolution of scheduling issues by the Contractor.
- k. Attend project scheduling meetings with FEAD/ROICC staff and/or Contractor.
- l. Prepare and submit project schedule status reports monthly.
- m. Perform required analyses on schedule impact assessments and provide request for contract modification and equitable adjustment.
- n. Review the network for logic of dependencies, for logic of the critical path determined by the construction Contractor, and logic of durations, activity start and finish times and costs assigned to individual activities.

C4.4.4.3 Submittal Requirements. When schedules are submitted by the construction Contractor, the CSE shall submit written comments within 5 working days of receiving the schedule. The CSE shall submit written comments in any appropriate format which presents the schedule, the problem with the schedule (if any), and the recommendation for improving the schedule.

C4.4.4.4 Contractor's Safety Plan. The CSE shall review the safety plan submitted to the FEAD/ROICC by the construction Contractor. The plan shall be reviewed for compliance with the terms of the construction contract and comments provided to the FEAD/ROICC in the form of a draft email/letter from the FEAD/ROICC to the construction Contractor outlining any problems and providing recommendations to bring the plan into conformance.

C4.4.4.5 Munitions and Explosives of Concern (MEC) Submittals. Provide review of Contractor MEC submittals to ensure that it is in accordance with contract requirements. Review includes, but not limited to, MEC Work Plans, Field Reports, After Action Reports and Closeout.

C4.4.4.6 CQC Plan. Where applicable, the CSE shall review the QC Plan submitted by the construction contractor for compliance with contract requirements. The CSE shall provide comments to the FEAD/ROICC recommending approval, or disapproval if the plan fails to meet contract requirements.

C4.4.5 Monitor construction work (including MEC prosecution) for project CQC compliance with the contract and Contractor-submitted plans. The CSE shall monitor the construction work using as guides those documents listed in this scope of work under the paragraph entitled "Applicable Documents". The CSE shall assure that the quality control management performed by the construction Contractor is adequate to assure that construction is in compliance with contract documents. The CSE shall perform checks of the construction to assure adequacy of the construction Contractor's quality control. When necessary to assure contract compliance, the CSE shall visit the construction site when the construction Contractor is working. While the CSE is not required to have construction management personnel on the construction site during the entire work day, the CSE shall assure that, when necessary, each construction site is periodically visited by construction management personnel of appropriate expertise while the construction contractor is working. If the construction Contractor has submitted a CPM Network schedule to the Government, then the CSE shall note on the Construction Representative's Report (CRR) the start

and completion dates of each network activity as occurring. The Activity ID for each activity shall be listed as well as the start and completion dates. In addition to performing checks of the construction Contractor's quality control, the CSE shall monitor the construction Contractor's execution of the CQC plan to assure adequate performance under the requirements of the construction contract. This process of construction management and monitoring the construction, and execution of the CQC plan is referred to as "inspection/management". Problems, deficiencies, or inadequacies with the construction Contractor's construction, quality control, or execution of the CQC plan shall be noted by the CSE on the CRR as set forth below. Recommendations for correction of problems, deficiencies, and inadequacies shall be included in the CRR. Items of non-compliance which are not corrected by the construction Contractor shall be the subject of a Contract Construction Compliance Notice as set forth below.

C4.4.6 Prepare Contract Construction Compliance Notices (CCCN). In cases where the CSE sees that workmanship, material and safety are not in compliance with the construction contract documents or non-compliance of ongoing work, a CCCN should be prepared for the designated signatures. A photograph shall be taken of any physical construction deficiency by the CSE and attached to the compliance notice. Upon Government approval of the CCCN, the CSE is to provide a copy to the designated Contractor representative. The CSE should maintain the status reports as necessary using the CRRs. A periodic status of all non-compliance notices shall be provided by the CSE as part of reviewing the Contractor's request for payment to preclude paying for work that does not meet requirements.

C4.4.7 Report instances of non-compliance with safety requirements. The CSE is not responsible for the monitoring or enforcement of safety requirements. However, if the CSE observes an instance of non-compliance, the CSE shall prepare appropriate documentation including photographs and immediately report the non-compliance to the appropriate Government representative and the construction Contractor. In addition, the CSE shall draft, for the signature of the appropriate Government representative, a Contract Construction Compliance Notice for any items of non-compliance. For any operation which poses imminent danger to life or danger of serious disabling injury, that operation shall be halted immediately by the CSE. This is the only instance in which the CSE has any authority or responsibility to issue direction to the construction contractor. If any operation is so halted, the designated Government representative shall be notified immediately by the CSE and the circumstances shall be noted on the CRR and the Contract Construction Compliance Notice.

C4.4.8 Monitor compliance with environmental protection requirements. The CSE shall monitor the compliance of the construction Contractor with the environmental protection requirements of this contract. Note noncompliance on the CRR. Serious incidents of imminent danger to the environment or endangered species shall be brought to the immediate attention of the appropriate Government representative by telephone.

C4.4.9 Monitor, measurements, assurance surveying. The CSE shall monitor by witnessing the measurements and assurance surveying performed by the construction contractor. All problems, discrepancies, and recommendations shall be noted on the CRR.

C4.4.10 Monitor materials testing. The CSE shall monitor all materials testing conducted by the construction Contractors and their testing laboratories. Review testing procedures and reports as received from the Contractor. Note problems and discrepancies on the CRR. Witness and record results of tests which require Government witnessing. For all other tests, which do not specifically require Government witness by terms of the construction contract, perform spot checking. Spot check by witnessing and recording results of some of those tests for each construction contract. Recommend to the Government acceptance or rejection of all testing.

C4.4.11 Witness testing of waste, gas, water, electrical, heating, ventilation, air conditioning, fire protection, elevator, boiler and energy monitoring control systems. The CSE shall note results and provide recommendations for acceptance or rejection of such systems on the CRR.

C4.4.12 Review Daily CQC Reports and Contractor Production Reports (CPRs). The CSE shall review these reports for completeness and accuracy. The CSE shall utilize his/her CCR or that prepared by the CSET or government ET (for those days the CSE did not visit the site) to validate CQC and CPRs. Provide review/analysis and notes/comments/recommendations. In cases where the CQC reports or CPRs are reviewed and the CSC has a

different account of events that day, such shall be noted in the CRR and under the Remarks and/or Exceptions block on the CQC or CPR to inform the designated Government representative. Continued problems or discrepancies which cannot be resolved shall be specifically pointed out in a timely manner, in writing, to the FEAD/ROICC in the weekly Construction Briefings and Reports (see C4.4.3). Also, the CSE shall ensure that all testing and results are documented on the CQC or projection report as appropriate, and will review for compliance with the construction CQC plan and the plans and specifications.

C4.4.13 Monitor the up-dating of Submittal Status Logs. The CSE shall monitor by reviewing at the job-site office, the construction Contractor's updating of the Submittal Status Log. Discrepancies or problems shall be noted on the CRR or otherwise in the appropriate location on the CQC or CPR.

C4.4.14 Prepare Construction Representative's Reports (CRRs). The CSE shall prepare CRRs for each construction site visited. In general, the report shall include comments relating to the status of contractor efforts, the quality of these efforts as judged by the inspector, and any conversations, discussions, or other communications with the construction contractor. The CRR shall note at a minimum: project, date/time of site visit, and name of the CSE performing the site visit; rain/weather conditions; crew composition and size; results of ET-conducted labor interviews; equipment on site; identification of any contractor or subcontractor H2-B visa workers on site; visits by regulators or dignitaries and brief summary of purpose and outcome; description of activities or work ongoing; identification of production, quality, safety, environmental, labor issues that have the potential to or are adversely impeding progress or work and the date of first occurrence if a recurring problem; recommendations of corrective actions for such issues. The CRR shall also include a review of the construction CQC or CPR submitted that day. A CRR need not be completed for those days that the CSE did not visit a particular site. CRRs shall be submitted to the FEAD/ROICC within 24 hours after the site visit.

C4.4.15 Notify FEAD/ROICC of Possible Labor Standards Violations and Workforce Housing and Logistics (WHL) Non-compliance. Daily collaboration with the assigned ETs particularly on labor interviews or WHL inspections conducted throughout the week is expected of the CSE, to enable prompt identification of discrepancies. The CSE shall bring to the immediate attention of the FEAD/ROICC any instances where it is suspected that the construction Contractor is in violation of the Labor Standards Provisions or is non-compliant with WHL provisions of the construction contract including notification of the construction contractor's intent to utilize H-2B visa workers on the project.

C4.4.16 Review and Comment on Contractor's Requests for Payment.

C4.4.16.1 The CSE shall work with the assigned ET or CSET to complete, together with the construction Contractor's representative, the monthly field pay estimate worksheet for each construction contract. The purpose of the monthly field pay estimate is to compute the value of work for which the construction Contractor should be paid. The worksheet shall be forwarded immediately to the appropriate FEAD/ROICC the mutually agreed upon pay estimate. Review construction Contractor's monthly invoice together with monthly updates of Contractor's progress schedule, Schedule Variance Control Diagrams for logic, accuracy, and appropriateness. Make written notations to the FEAD/ROICC on monthly progress payments. The CSE shall provide comments within two (2) working days upon receipt of construction contractor's invoice. The CSE may be required to inspect or coordinate with the ET to inspect material stored off-site for which the construction contractor requests payment.

C4.4.16.2 Prior to recommending to the FEAD/ROICC that final construction Contractor payment be made, the CSE shall verify and notify the FEAD/ROICC in writing that all discrepancies are corrected and inform the FEAD/ROICC in writing stating that all discrepancies noted at the pre-final inspection and any subsequent inspections have been corrected. The report shall cite the construction contract number, title, and the date(s) of the inspection(s).

C4.4.17 Notify FEAD/ROICC of Disagreements or Discrepancies. The CSE shall bring to the attention of the designated Government representative, in writing, document any disagreements with the construction Contractor relative to contract requirements and/or discrepancies found in the plans and specifications as well as provide recommended solutions.

C4.4.18 Notify FEAD/ROICC of Major Problems. The CSE shall notify the designated Government representative by telephone of any major project problems requiring immediate resolution. This includes but is not limited to safety mishaps or accidents, damage to government property, unannounced site visit by regulatory agencies, or any event that results in the Contractor's stoppage of work. Provide written documentation in email/letter format as a follow up to the telephonic notification. In the email/letter, cite the appropriate construction contract title and number, and reference time and date of telephone conversation. If appropriate, a photograph shall be attached to the written follow-up. The written follow-up shall reference the photograph and shall contain an explanation of what the photograph shows.

C4.4.19 Assist conducting pre-final inspections. For each construction contract for which the CSE has management responsibility, accompany the Government representative conducting the pre-final inspection. From information gathered at that inspection, prepare a detailed punch list of all items which do not comply with the construction contract or items which have not been completed. The list shall be specific, shall cite the specification paragraph number or construction drawing number when applicable, shall show locations and shall provide a detailed narrative description of the discrepancy. The list shall reference the construction contract number, title, date of the inspection, and identify all who participated in the inspection. The list shall be submitted to the FEAD/ROICC within two working days after the final inspection.

C4.4.20 Provide advice for modification negotiations. When requested by the Government, the CSE shall provide advice to the Government personnel preparing for modification negotiations. This may include preparation of estimates, review of Contractor's cost proposal, prepare negotiation strategy and if required, assist in negotiations. Verify and inform the Government as to current status, crew sizes, trades and productivity on similar work, actual conditions, areas impacted and potential delays. Follow up oral advice with a written synopsis of advice given.

C4.4.21 Maintain Working Files. The CSE shall maintain working files for all assigned construction projects of all reports, correspondence, etc., generated as result of this contract. These files shall be available to the FEAD/ROICC personnel at all times. Any correspondence, documents, reports, samples, photographs or material collected by the CSE during performance under this contract shall become the property of the Government, and may not be released to anyone outside the FEAD/ROICC organization without specific written authorization of the Government. Any and all requests for access to any such files or materials by any person, agencies, or organizations will be forwarded to the Government for determination. Information generated and/or collected by the Contractor in the performance of this contract (draft or official versions), in any media (i.e. electronic, paper, disc copy, etc.) is considered to be Government-owned and must be returned to the possession of the Government at the completion of this contract or at the direction of KO destroyed in a manner appropriate as required per DOD and Navy regulations. This shall include, but not be limited to any statements of work, data collected concerning facility/utility usage, data collected concerning consumption of materials and supplies, logs and records, maintenance records, inventories, databases, Standard Operating Procedures (SOPs) and drawings.

C4.4.22 Cost Estimating Services. Whenever tasked by the Government, the CSE shall prepare an independent construction cost estimate for modifications to construction contracts. The CSE shall prepare all cost estimates for proposed changes as required by NAVFAC Business Management System (BMS). These estimates shall be prepared in the same format used by the local FEAD/ROICC office in sufficient detail to allow item-by-item comparison with the construction Contractor's proposal. Estimates will be prepared on the Form NAVFAC 4330/43, which requires a detailed breakdown of materials, labor and equipment, mark-ups and profit. The profit amount will be computed by utilizing the weighted guidelines of DFARS 215.404-70 DD Form 1547 Record of Weighted Guidelines Method Application. Access to or disclosure of information concerning the cost estimate shall be closely held and shall be limited to personnel whose duties require knowledge of the estimate. Under no circumstances shall any cost data used to develop the estimate be discussed with any personnel of any construction Contractor. Estimates shall be labeled "For Official Use Only".

C4.4.22.1 Narrative Assessment. The CSE shall prepare, for each modification cost estimate, a narrative assessment of the impact of the proposed change on the construction Contractor's operations. The narrative assessment shall be attached to the cost estimate. The heading of the assessment shall include the construction contract number and title

and the (proposed change) number for which the assessment is being prepared. The assessment shall address the probable impact of the change on time to complete the job, extra resources which must be marshaled by the construction Contractor, the availability of those resources, impact on current and planned operations, and any technical or supervisory expertise which may be required by the construction Contractor to perform the needed work. On the CPM Network, address by Activity ID number and description, which specific activities in the network will be affected by the change impact on the affected activity float and the impact on the critical path. The CSE shall also provide an opinion as to the latest date the Government can issue a Notice to Proceed (NTP) to the construction Contractor without incurring delays.

C4.4.22.2 Analysis of Estimates Prepared by Others. The CSE may be required to prepare and submit to the FEAD/ROICC an independent analysis of the modification estimate prepared by others. The purpose of the analysis is to determine completeness of the estimate and to determine if the assumptions made in the preparation of the estimate reflect actual field conditions and operations. The CSE shall review the estimate for overall completeness and validity of assumptions regarding existing conditions and construction Contractor's method of accomplishing the change. The CSE shall provide the designated Government representative with a written evaluation of the results of the analysis along with any recommended revisions to the modification estimate.

C4.4.23 Construction Photographic Services. The CSE shall take and provide to the Government complete progress, record, and other construction photographs as indicated below:

C4.4.23.1 Report Progress Photographs. The CSE shall submit electronic copies of monthly progress photographs for each construction contract. Progress photographs shall show three views of each construction project and shall be taken monthly from consistent vantage points. The vantage points shall be selected so that a true sequence of photographs may be made and the progress of construction may be compared throughout the entire construction period from contract award until Government acceptance of the facility (Beneficial Occupancy). The first set of progress photographs for each contract shall show the construction site before the construction Contractor mobilizes on the site.

C4.4.23.2 Completion Photographs. Completion photographs shall be submitted by the CSE on each construction contract actually completed when all construction work is complete and after all temporary structures have been removed and the debris cleared away. These photographs should be taken, whenever possible, from the same vantage points used to take the progress photographs.

C4.4.23.3 Special Construction Operations Photographs. In additions to the progress and completion photographs described above, the CSE shall provide, in a separate file, significant construction operations (large concrete pours, placement of major equipment; i.e., generators, boilers, cranes) photographs of areas/issues that may result in a contractual dispute, and/or remedial action performed by the construction contractor to document that deficiencies were corrected.

C4.4.23.4 Photographs are Property of Government. All photographs produced by the CSE under this contract, whether or not submitted against any of the requirements above, are property of the Government and shall be submitted to the FEAD/ROICC.

C4.4.23.5 Camera Passes. The CSE shall have control of photography and is governed by regulations of the Base Commanding Officer. Possession and use of cameras by the CSE on the base are subject to those regulations and the CSE is responsible for complying with those regulations. The CSE shall be responsible for obtaining necessary camera passes from the Base Security Office.

C4.4.24 Record Drawing Services General Requirements. The CSE shall monitor and assure construction contractor field maintenance of "as-built" drawings.

C4.4.24.1 Red-line Drawings. Red-line drawings are full size working blue line copies of construction plans marked in red by the construction Contractor as construction progresses to show additions, deletions, and changes to the construction plans; previously unknown underground utilities; or other corrections to field conditions indicated on

the drawings.

C4.4.24.2 As-built Drawings. As-built drawings are the final red-line drawings that incorporate the red lined changes. They show the final as-built condition of the facility constructed and are provided by the construction Contractor to the Government.

C4.4.24.3 Monitor As-built Preparation. The CSE shall review preparation of as-built drawings by the construction Contractor and shall monitor the construction Contractor's posting of changes to the as-built drawings as they occur. The CSE is responsible for assuring the accuracy of the as-built drawings prepared by the construction Contractor and is required to notify the FEAD/ROICC if the as-built drawings maintained by the construction Contractor are inaccurate or are not being updated.

C4.4.24.4 Special Verify As-built Drawings. At the completion of each construction contract for which this service is provided, the CSE shall field check the as-built conditions indicated on as-built drawings provided by the construction Contractor. The CSE shall indicate by note, signature and date that each sheet of the as-built drawings has been checked and is accurate. The CSE shall use not only the as-built drawings maintained by the construction Contractor but also observations during construction management to verify changes made from original contract plans.

C4.4.25 Constructability Review Services. The CSE shall perform spot checks for completeness and accuracy of the construction plans and specifications and to determine the constructability of the facility. Such items as the types of materials used, the known or potential interferences to construction, site considerations, etc. are reviewed to determine whether the facility is readily constructible as designed.

C4.4.25.1 The purpose of performing the constructability are as follows:

- a. To perform a quality check for the Government to determine the completeness of the product delivered by the design Architect/Engineer.
- b. To eliminate modifications to construction contracts which are caused by conflicts, ambiguities, inaccuracies, omissions, and deficiencies in and between the construction plans and specifications.
- c. To eliminate construction contract requirement which are impossible or impracticable to build as well as to maximize the constructability as a feasible and readily obtainable objective in the geographic region where the construction is to be performed, recognizing the suitability of materials, availability and capability of the labor forces, and standards of practice of the construction industry in the region.

C4.4.25.2 Constructability Review Requirements are as follows:

C4.4.25.2.1 Checklist. The Government may provide to the CSE a copy of review checklist as a reference for reviewing plans and specifications. The CSE shall develop its own check list to use for checking construction plans and specifications, and add any procedures thought beneficial. The check list developed by the CSE shall take into account the type of construction envisioned by the plans and specifications to be checked, as well as the CSE own inherent organization.

C4.4.25.2.2 Constructability Review. The CSE shall review the design plans and specifications to determine the constructability of the facility as detailed in the drawings and specifications. In performing this review, consideration shall be given, but not limited to the following:

- a. Accurate depictions of site conditions such as access, utilities, general configuration and conformance with approved master plan.
- b. Adaptation of designed structures and features to site conditions and constraints.

- c. Adequacy of working and storage space and access to the site for all Contractors and Government operations as well as provisions for coordination to preclude on-site operational conflicts during construction.
- d. Assurances that the contract requirements include provisions to address Explosive Safety Submittal (ESS) and Munitions of Environmental Concern (MEC) requirements.
- e. Assurances that the contract requirements include provisions for DPRI-specific requirements.
- f. Assurances that contract requirement include provisions for environmental protection safeguards with respect to dust control, erosion, salvage and disposal of waste.
- g. Appropriateness of contract duration; consideration of the need for a CPM Network Analysis System and relationship to other work planned or underway.
- h. Requirements for Contractor Quality Control, adequate submittal requirements and clear responsibility for all submittals approval and testing.
- i. Clearly defined procedures for scheduling outages and the feasibility of utility interruptions.
- j. Requirements for Government furnished materials and equipment, service/utility connections, equipment phasing and long lead requirements.
- k. Availability of materials and labor skills and review of special materials and structural systems available in the area.
- l. Assurance that the work can be constructed using methods, materials and equipment common to the construction industry.
- m. Provisions for safe and efficient operation of installed equipment.
- n. Requirements for operating and maintenance documentation and training.

C4.4.25.2.3 Constructability Review Comments. The CSE shall, subsequent to the constructability review, prepare recommendations to the FEAD/ROICC in narrative report format outlining constructability problems within the deadlines established for each review.

C4.4.26 Monitor compliance with environmental protection requirements. Review contractor submitted Environmental Protection Plan submittals, including, but not limited to, the EPA Notice of Intent (NOI) and Notice of Termination (NOT) forms for the National Pollutant Discharge Elimination System (NPDES) Construction Permit and Site-Specific Stormwater Pollution Prevention Plan (SWPPP) and all updates to the Site-Specific SWPPP and site-specific Best Management Practices (BMP) drawings in accordance with the Comprehensive, Regional Construction SWPPP. Prepare the EPA NOI and NOT for Government review and submission. Verify approved plan provisions are incorporated and maintained by the contractor. Incidents of potential threats to the environment (i.e. air quality, water quality, contamination/pollutants/solid/hazardous waste), cultural resources, or natural resources/endangered species/biosecurity issues shall be brought to the immediate attention of the appropriate Government representative by telephone, followed by a written notification within 2 business days.

C4.4.27 Coordinate with Government representative and key players on required inspections and the coordination meetings such as the NAVFAC Red Zone meeting (coordination meeting typically held at 75% project completion).

C4.4.28 Requests for Information (RFI) management. The CSE shall review and provide the FEAD/ROICC with recommended response to construction contractor's RFIs. The CSE cannot commit for the Government. Any RFI that may result in a commitment by the Government shall be forwarded to the FEAD/ROICC with a recommended solution.

C4.4.29 Provide review, comments and recommendations for the interim and final DD 1354 documentation.

C4.4.30 Complete the closeout checklist in accordance with the NAVFAC BMS.

C4.4.31 Draft, for the signature of the Government representative, Warranty and Acceptance Letter at completion of the project.

C4.4.32 Review contractor's GIS database for As-Builts to ensure contract compliance with contract GIS requirements (i.e., underground utilities, etc.).

C5. DUTIES AND QUALIFICATIONS OF CONSTRUCTION SURVEILLANCE ENGINEERING TECHNICIAN (CSET)

C5.1 GENERAL. This section describes the general scope of services for a CSET provided under the CMSC and defined by Task Order and individual SOW. The CSET shall provide management support to NAVFAC Marianas for construction services such as construction inspection, quality assurance, monitoring ESS compliance and contract administration. Each CSET shall perform construction management contract services for up to 15 contracts at one time.

C5.2 SCOPE OF SERVICES. The CMSC shall provide all labor, material, equipment, and software including but not limited to Microsoft Office (Word, Excel, Project, Outlook) and Adobe Acrobat Professional necessary for the CSET to complete the work described in the paragraphs below. Additionally, Autodesk Autocad or other software may be required and requested on an as-needed basis. Specifically, the CMSC will be requested on a task order basis to furnish tasks as defined in this SOW. Discipline- or project-specific type experience may be required and requested on the task order.

C5.3 QUALIFICATIONS. The CSET shall have the following qualifications, and possess the skills and abilities listed below:

- a. Shall either be (1) a graduate of an accredited college or university with at least an associate degree in Engineering Technology or Construction Management and having 5 years of construction experience or (2) have 10 years of construction experience performing the tasks identified herein. Certification from the National Institute for Certification in Engineering Technologies or other recognized organization is desired.
- b. A Journeyman electrician or journeyman plumber current license. As an option to the license, the CSET shall have at least 7 years of experience as a Quality Assurance Technician, Quality Control Manager, Superintendent, or Project Manager on multi-disciplined projects greater than \$1million.
- c. Specialized training for Construction Quality Verification or completed an equivalent course.
- d. Competent computer skills for network data entry.
- e. Proficiency in using computer software programs such as Microsoft Word, Excel, and Outlook, as well as Adobe Acrobat Professional.
- f. Average agility and dexterity. CSET will be required to perform duties that involve moderate walking over rough, uneven or slippery surfaces, recurring bending, crouching, stooping, stretching, climbing ladders or similar activities, recurring lifting of moderately heavy objects less than 50 lbs such as testing or measuring equipment, and regular visits to construction sites.
- g. Ability to communicate in English effectively orally and in writing.
- h. Experience in maintaining official construction site records.
- i. Experience in conducting meetings to resolve problems on construction projects and briefing clients and management personnel.
- j. In depth knowledge of construction practices and workmanship, including experience in proper uses of construction materials and installation methods.
- k. In depth experience interpreting construction drawings and specifications on construction projects.
- l. Experience in making materials take-offs for construction work.
- m. Ability and experience in the inspection of materials, workmanship and construction and installation of various systems within the inspector's area of expertise.

- n. Knowledge of safety practices in the construction industry, including a background of familiarity with USACE (EM -385-1-1) and OSHA safety requirements.
- o. Completed 30 Hour OSHA Construction Training within the past 2 years.
- p. 40-hour NAVFAC Hazard Awareness Course.
- q. Construction Quality Management (CQM) for Contractors Training.
- r. U.S. Citizen or Permanent Resident.
- s. A valid driver's license.

C5.4 DUTIES. Specific tasks for the CSET include but are not limited to the following:

C5.4.1 Coordinate Requests from Construction Contractor. Coordinate request from the construction Contractor for outage requests, excavation permits, burn permits, haul routes and other similar items. This will require liaison with the FEAD/ROICC and appropriate base personnel (Security, Public Works, Fire Department etc.) The CSET shall track status of the various requests and anything pending after five calendar days shall be investigated and a report made to the FEAD/ROICC detailing the cause for delays in issuance. This service shall be provided continuously as required during the construction period for each construction contract.

C5.4.2 Coordinate field activities. CSET shall work with the prime contractor, Navy client customers, activity managers, maintenance and utility servers, Federal Fire departments, and Security Police so there is a seamless coordination of construction activities.

C5.4.3 Attend Meetings and Conferences. The CSET shall take notes, provide information to the FEAD/ROICC or the FEAD/ROICC's representative at the following meetings, conferences, and briefings:

C5.4.3.1 Preconstruction Conference. The CSET shall attend the preconstruction conference for each assigned construction contract. The location, date and time of the conference will be provided by the PW/FEAD/ROICC by email normally about two weeks prior to the conference. The purpose of the conference is to present to the construction Contractor the administrative information necessary for execution of the construction contract, as well as to present a forum in which those personnel involved in the execution, construction management, and administration of the construction contract may meet one another, discuss relationships under the contract, and offer and receive clarification on points related to contract administration.

C5.4.3.2 Safety Meetings. The CSET shall attend safety meetings called by the FEAD/ROICC with the construction Contractor. At these meetings, the CSET shall be prepared to discuss any safety infractions committed by the construction Contractor, complete with photo documentation and details surrounding the infraction and information as to specific paragraphs of the U.S. Army Corps of Engineers Safety Manual violated by the construction Contractor, and to offer advice to the FEAD/ROICC on safety matters related to the construction contract. The frequency of these meetings is dependent on the risk exposure of the job and the performance of the construction Contractor. The CSET shall plan on attending one or more safety meeting per month for each construction contract assigned.

C5.4.3.3 Contractor Quality Control (CQC) Meetings. The CSET shall participate with the Government in QC meetings with the construction Contractor. At the beginning of each project, there will be a QC Mutual Understanding meeting to discuss the CQC plan. The CSET shall attend, at a minimum, one CQC meeting per week per contract. The execution of the CQC plan by the construction Contractor will be discussed at these meetings. The CSET may be called on to provide observations and performance assessments of the construction contractor's QC system. The CSET is expected to provide photo documentation with written details of any instance of non-conforming Contractor workmanship.

C5.4.3.4 Other Conferences and Meetings. The CSET shall attend other conferences called by the Government with the construction Contractor to discuss partnering, scheduling, potential claims, Red Zone, specific areas of work or problems during the progress of the construction contract. The CSET shall ensure the attendance at these conferences of those personnel directly involved in the area being discussed (specific problem or item) to offer to the Government information and advice on the subject being discussed as the management personnel for the

Government.

C5.4.4 Develop Quality Assurance Plans. The CSET shall draft project specific Quality Assurance plans as applicable to contract documents for each construction project assigned valued over \$150,000 or the current project value threshold.

C5.4.5 Prepare Construction Representative's Reports (CRRs). The CSET shall prepare CRRs for each construction site visited. In general, the report shall include comments relating to the status of contractor efforts, the quality of these efforts as judged by the inspector, and any conversations, discussions, or other communications with the construction contractor. The CRR shall note at a minimum: project, date/time of site visit, and name of the CSET performing the site visit; rain/weather conditions; crew composition and size; results of labor interviews; WHL contract compliance inspections; equipment on site; identification of any contractor or subcontractor H2-B visa workers on site; visits by regulators or dignitaries and brief summary of purpose and outcome; description of activities or work ongoing; identification of production, quality, safety, environmental, labor issues that have the potential to or are adversely impeding progress or work and the date of first occurrence if a recurring problem; recommendations of corrective actions for such issues. The CRR shall also include a review of the CQC or CPR submitted that day. A CRR neednot be completed for those days that the CSC does not visit a particular site. CRRs shall be submitted to the FEAD/ROICC within 24 hours after the site visit.

C5.4.6 Monitor construction work (including MEC prosecution) for project CQC compliance with contract documents. The CSET shall monitor the construction work using as guides those documents listed in this scope of work under the paragraph entitled "Applicable Documents". The CSET shall assure that the quality control system of the Contractor is in compliance with contract documents and Contractor-submitted plans. The CSET shall perform checks of the construction to assure adequacy of the construction Contractor's quality control. While the CMSC is not required to have construction management personnel on the construction site during the entire work day, the CSET shall periodically visit the site while the construction contractor is working to assure contract compliance. If the construction Contractor has submitted a CPM Network schedule to the Government, then the CSET shall note on the Construction Representative's Report (CRR) the start and completion dates of each network activity as occurring. The Activity ID for each activity shall be listed as well as the start and completion dates. In addition to performing checks of the construction Contractor's quality control, the CSET shall monitor the construction Contractor's execution of the CQC plan to assure adequate performance under the requirements of the construction contract. This process of construction surveillance and monitoring the construction, and execution of the CQC plan is referred to as "inspection/surveillance". Problems, deficiencies, or inadequacies with the construction Contractor's construction, quality control, or execution of the CQC plan shall be noted by the CSET on the CRR as set forth below. Recommendations for correction of problems, deficiencies, and inadequacies shall be included in the CRR. Items of non-compliance which are not corrected by the construction Contractor shall be coordinated with a Government CME or CMSC CSE for the issuance of a CCCN as set forth below.

C5.4.7 Prepare CCCN. In cases where the CSET sees that workmanship and/or material are not in compliance with the construction contract documents, safety infractions or non-compliance of ongoing work, a CCCN shall be prepared for the designated signatures. A photograph shall be taken by the CSET of any physical construction deficiency and attached to the compliance notice. Upon Government approval of the CCCN, the CSE is to provide a copy to the designated Contractor representative. The CSET shall maintain the status reports as necessary using the CRRs. A periodic status of all non-compliance notices shall be provided by the CSET as part of reviewing the Contractor's request for payment to preclude paying for work that does not meet requirements.

C5.4.8 Report instances of non-compliance with safety requirements. The CSET is not responsible for the monitoring or enforcement of safety requirements. However, if the CSET observes an instance of non-compliance, the CSET shall document by photo and immediately report the non-compliance to the appropriate Government representative and the construction Contractor. In addition, the CSET shall coordinate with the CME or the CSE the preparation of the draft CCCN, for the signature of the appropriate Government representative, for any item of non-compliance. For any operation which poses imminent danger to life or danger of serious disabling injury, that operation shall be halted immediately by the CSET. This is the only instance in which the CSET has any authority or responsibility to issue direction to the construction contractor. If any operation is so halted, the designated

Government representative shall be notified immediately by the CSET and the circumstances shall be noted on the CRR and the CCCN.

C5.4.9 Monitor compliance with environmental protection requirements. The CSET shall monitor the compliance of the construction Contractor with the environmental protection requirements of this contract. Note noncompliance and incidents on the CRR. Serious incidents of imminent danger to the environment or endangered species shall be brought to the immediate attention of the appropriate Government representative by telephone.

C5.4.10 Monitor, measurements, assurance surveying. The CSET shall monitor by witnessing the measurements and assurance surveying performed by the construction contractor. All problems, discrepancies, and recommendations shall be noted on the CRR.

C5.4.11 Monitor materials testing. The CSET shall monitor all materials testing conducted by the construction Contractors and their testing laboratories. Review testing procedures and reports as received from the Contractor. Note problems and discrepancies on the CRR. Witness and record results of tests which require Government witnessing. For all other tests, which do not specifically require Government witness by terms of the construction contract, perform spot checking. Spot check by witnessing and recording results of some of those tests for each construction contract. Recommend to the Government acceptance or rejection of all testing.

C5.4.12 Witness testing of waste, gas, water, electrical, heating, ventilation, air conditioning, fire protection, elevator, boiler and energy monitoring control systems. The CSET shall note results and provide recommendations to accept or reject such systems on the CRR.

C5.4.13 Review Daily Contractor Quality Control (CQC) and Contractor Production Reports (CPRs). The CSET shall review these reports for completeness and accuracy. The CSET shall utilize the CCR to validate CQC and CPRs. Provide review/analysis and notes/comments/recommendations. In cases where the CQC reports or CPRs are reviewed and the CSET has a different account of events that day, such shall be noted in the CRR and under the Remarks and/or Exceptions block on the CQC or CPR to inform the designated Government representative for the contract. For continued problems or discrepancies which are not promptly resolved, each Friday the CSET shall collaborate with the assigned CME or CSE to notify the FEAD/ROICC of the problem in the weekly Construction Progress Report (see C4.4.3). Also, the CSET shall ensure that all testing and results are documented on the CQC or projection report as appropriate, and will review for compliance with the CQC plan and the contract plans and specifications.

C5.4.14 Monitor the updating of Submittal Status Logs. The CSET shall monitor by reviewing at the job-site office, the construction Contractor's updating of the Submittal Status Log. Note discrepancies or problems on the CRR or otherwise in the appropriate location on the CQC or CPR.

C5.4.15 Notify FEAD/ROICC of Possible Labor Standards Violations and Workforce Housing and Logistics (WHL) Non-compliance. The CSET shall conduct no less than 1 (one) each labor interview and WHL inspection per month on applicable projects to enable prompt identification of discrepancies. Suspected violations to Labor Standards Provisions or non-compliance with WHL provisions of the construction contract, including notification of the construction contractor's intent to utilize H-2B visa workers on the project, shall be documented on the CRR. The CSET shall bring to the immediate attention of the assigned CME or CSE to notify the FEAD/ROICC.

C5.4.16 Maintain Working Files. The CSET shall maintain working files for the construction project of all reports, correspondence, etc., generated as result of this contract. These files shall be available to the FEAD/ROICC personnel at all times. Any correspondence, documents, reports, samples, photographs or material collected by the CSET during performance under this contract shall become the property of the Government, and may not be released to anyone outside the FEAD/ROICC organization without specific written authorization of the Government. Any and all requests for access to any such files or materials by any person, agencies, or organizations will be forwarded to the Government for determination. At the completion of each construction contract, all files and materials related to that contract shall be transmitted by the CSET to the FEAD/ROICC.

C5.4.17 Technical Review of Submittals. The CSET shall collect and perform technical reviews of CPRs, CQC reports, preparatory meeting minutes, initial inspection meeting reports, test data, requests for information, work performance schedules, payroll records, activity hazard analysis documents, shop drawings, material and equipment certifications, and technical submittals. Recommend technical advice on critical issues, prepare and provide cost estimates for specified construction activities. The CSET shall collect & consolidate data to provide a detailed technical response in regards to contract issues.

C5.4.18 Maintain Accessibility. Each CSET shall possess a cell phone provided for by the CMSC. The CSET shall maintain possession of their cell phone at all times during the Government's regular working hours so they are immediately accessible.

C5.4.19 Schedule pre-final and final inspections. Each CSET shall coordinate with QC Manager, CME/CSE, and supported command client to attend pre-final/final inspections for validation and acceptance.

C5.4.20 Assist conducting pre-final inspections. For each construction contract for which the CSET has management responsibility, accompany the Government representative conducting the pre-final inspection. From information gathered at that inspection, prepare a detailed punch list of all items which do not comply with the construction contract or items which have not been completed. The list shall be specific, shall cite the specification paragraph number or construction drawing number when applicable, show locations and shall provide a detailed narrative description of the discrepancy. The list shall reference the construction contract number, title, date of the inspection, and identify all who participated in the inspection. The list shall be submitted to the FEAD/ROICC within two working days after the final inspection. Prior to scheduling a pre-final inspection, the CSET shall inform the FEAD/ROICC in writing stating that all project discrepancies were corrected. A closeout letter shall cite the construction contract number and title and the date(s) of the pre-final inspection(s).

C5.4.21 Recommending Payment of Construction Invoices. The CSET is responsible to assure that all material and labor on the invoice are correct and that only approved material is recommended for payment. The CSE may coordinate with the CSET to inspect material stored off-site for which the construction contractor requests payment. Prior to recommending to the FEAD/ROICC that final construction Contractor payment be made, the CSET shall verify and notify the FEAD/ROICC and the assigned CME in writing that all discrepancies, noted at the pre-final inspection and any subsequent inspections, have been corrected. The report shall cite the construction contract number, title, and the date(s) of the inspection(s).

C5.4.22 Monthly Exposure Report. The CSET shall submit a monthly Exposure Report to the FEAD/ROICC. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The report shall be part of the monthly invoice.

C5.4.23 Construction Photographic Services. The CSET shall take and provide to the Government complete progress, record, and other construction photographs as indicated below:

C5.4.23.1 Progress Photographs. The CSET shall submit electronic copies of monthly progress photographs for each construction contract. Progress photographs shall show three views of each construction project and shall be taken monthly from consistent vantage points. The vantage points shall be selected so that a true sequence of photographs may be made and the progress of construction may be compared throughout the entire construction period from contract award until the Beneficial Occupancy Date. The first set of progress photographs for each contract shall show the construction site before the construction Contractor mobilizes on the site.

C5.4.23.2 Completion Photographs. Completion photographs shall be submitted by the CSET on each construction contract actually completed when all construction work is complete and after all temporary structures have been removed and the debris cleared away. These photographs should be taken, whenever possible, from the same vantage points used to take the progress photographs.

C5.4.23.3 Special Construction Operations Photographs. In additions to the progress and completion photographs described above, the CMSC shall provide, in a separate file, significant construction operations (large concrete

pours, placement of major equipment; i.e., generators, boilers, cranes) photographs of areas/issues that may result in a contractual dispute, and/or remedial action performed by the construction contractor to document that deficiencies were corrected.

C5.4.23.4 Photographs are Property of Government. All photographs produced by the CSET under this contract, whether or not submitted against any of the requirements above, are property of the Government and shall be submitted to the FEAD/ROICC.

C5.4.23.5 Camera Passes. Control of photography is governed by regulations of the Base Commanding Officer. Possession and use of cameras by the CSET on the base are subject to those regulations and the CSET is responsible for complying with those regulations. The CSET shall be responsible for obtaining necessary camera passes from the Base Security.

C5.4.24 Record Drawing Services General Requirements. The CSET shall monitor construction Contractor field maintenance of "as-built drawings.

C5.4.24.1 Red-line Drawings. Red-line drawings are full size working blue line copies of construction plans marked in red by the construction Contractor as construction progresses to show additions, deletions, and changes to the construction plans; previously unknown underground utilities; or other corrections to field conditions indicated on the drawings.

C5.4.24.2 As-built Drawings. As-built drawings are the final red-line drawings that incorporate the red-lined changes. They show the final as-built condition of the facility constructed and are provided by the construction Contractor to the Government.

C5.4.24.3 Monitor As-built Preparation. The CSET shall review preparation of as-built drawings by the construction Contractor and shall monitor the construction Contractor's posting of changes to the as-built drawings as they occur. The CSET is responsible for assuring the accuracy of the as-built drawings prepared by the construction Contractor and is required to notify the FEAD/ROICC if the as-built drawings maintained by the construction Contractor are inaccurate or are not being updated.

C5.4.24.4 Verify As-built Drawings. At the completion of each construction contract for which this service is provided, the CSET shall field check the as-built conditions indicated on as-built drawings provided by the construction Contractor. The CSET shall indicate by note and signature that each sheet of the as-built drawings has been checked and is accurate. The CSET shall use not only the as-built drawings maintained by the construction Contractor but also observations during construction management to verify changes made from original contract plans.

C6. DUTIES AND QUALIFICATIONS OF SCHEDULER:

C6.1 GENERAL. A Task Order may be issued specifically to provide review and analysis of the construction contractor schedule.

C6.2 SCOPE OF SERVICES. The CMSC shall provide all labor, material, equipment, and software including but not limited to Microsoft Office (Word, Excel, Project, Outlook), Primavera P6 or current version, Claim Digger, and Adobe Acrobat Professional, necessary for the Scheduler to complete the work described in the paragraphs below. Specifically, the CMSC will be requested on a task order basis to furnish tasks as defined in the statements of work.

C6.3 QUALIFICATIONS. The Scheduler shall have the following qualifications, and possess the knowledge, skills and abilities listed below:

Scheduler

- a. Shall either be (1) a graduate of an accredited college or university with a Bachelor of Science in Engineering Technology or Construction Management and having five (5) years of construction scheduling experience, or (2) have 10 years of construction scheduling experience.
- b. Scheduling experience shall be for projects of varying complexity having construction cost in the range of \$25M or greater.
- c. Proficient in the use of Primavera Suretrak, P3, P6, Claim Digger, Microsoft Word, Excel, PowerPoint, Outlook, and Adobe Acrobat Professional.
- d. Ability to analyze the construction contractor's prepared cost loaded Network Analysis Schedule (NAS).
- e. Ability to identify potential conflicts and constraints to the construction project and provide recommendations to mitigate potential delays.
- f. Shall have experience performing construction schedule analysis including digger programs, analysis of changes to the Critical Path due to construction modifications and delay analysis.
- g. Ability to communicate effectively in English both orally and in writing. Experience in preparing correspondence, written reports, and in briefing management personnel.
- h. Experience and familiarity with Federal building criteria and construction guide specifications.
- i. Completed 30 Hour OSHA Construction Training within the past 2 years.
- j. 40-hour NAVFAC Hazard Awareness Course.
- k. Construction Quality Management (CQM) for Contractors Training.
- l. U.S. Citizen or Permanent Resident.
- m. A valid driver's license.

C6.4 DUTIES.

Scheduler. The basic duties of the Scheduler are as follows:

C6.4.1 Prepare and/or analyze the design and construction schedule including but not limited to construction contractor's prepared network analysis schedule (NAS) submitted by the construction contractor for Government approval.

C6.4.2 The Scheduler shall review construction contractor's schedules, equipment delivery plans and progress to date and use this data to perform monthly projections of Construction Work in Place for the upcoming months on a project-by-project basis. These projections will be entered in the Construction Management System or other Government databases and data reports as directed.

C6.4.3 The Scheduler shall analyze the NAS for reasonableness in activity durations, sequencing, and logic. The Scheduler shall also evaluate the activities included in the NAS for adequacy and appropriateness, and recommended additions or deletions of particular activities. After issuance of a task order, the CMSC contractor shall submit a report consisting, at a minimum, the following:

C6.4.3.1 An introduction containing background information such as the contract number and project name, construction contractor, and a brief description of the methods utilized by the CMSC contractor as in analyzing the NAS.

C6.4.3.2 A statement of factual information regarding the content of the NAS, its logic, sequencing, and durations.

C6.4.3.3 A narrative of CMSC contractor comments, both objective and subjective, regarding the adequacy of the NAS and suggestions for improvement.

C6.4.3.4 A recommendation to the Government as to whether the NAS should be rejected, approved, or approved contingent upon incorporation of specific comments.

C6.4.4 Perform schedule impact analyses in support of change order requests, anticipated claims, and Requests for Equitable Adjustment.

C6.4.5 Provide support to Government personnel on construction schedule review/analysis noted in paragraphs C4.4.4.1 and C4.4.4.2 including notes, comments and recommendations.

C6.4.6 The Scheduler may be tasked to assist/provide informal schedule workshop/training to FEAD/ROICC teams.

C6.4.7 The Scheduler may be tasked to collaborate with the FEAD/ROICC representative on the development of a schedule review guide sheet with examples to document the general steps for reviewing baseline construction schedules or monthly progress schedules and for performing schedule impact analyses.

C7. DUTIES AND QUALIFICATIONS OF COST ESTIMATOR

C7.1 GENERAL. A Task Order may be issued specifically to provide cost estimating services.

C7.2 SCOPE OF SERVICES. The CMSC shall provide all labor, material, equipment, and software including but not limited to Microsoft Office (Word, Excel, Project, Outlook), RS Means/CostWorks or specified cost estimating software, Claim Digger, and Adobe Acrobat Professional, necessary for the Cost Estimator to complete the work described in the paragraphs below. Specifically, the CMSC will be requested on a task order basis to furnish tasks as defined in the statements of work. The basic duties of the Cost Estimator are as follows:

C7.3 QUALIFICATIONS. The Cost Estimator shall have the following qualifications, and possess the knowledge, skills and abilities listed below:

- a. Shall either be (1) a graduate of an accredited college or university with at least an associate degree in Engineering Technology or Construction Management and having 5 years of construction cost estimating experience, or (2) have 10 years of construction cost estimating experience.
- b. Cost Estimating experience shall include two (2) years of experience with projects in Guam.
- c. Cost Estimating experience shall be for projects of varying complexity and must include NAVFAC Marianas projects having construction cost in the range of \$15M or greater.
- d. Shall have knowledge of Government estimating procedures and local market conditions.
- e. Proficiency in Cost Works or other cost estimating software, Microsoft Word, Excel, PowerPoint, Outlook, and Adobe Acrobat Professional.
- f. Ability to analyze the construction contractor's prepared cost loaded network analysis schedule (NAS).
- g. Ability to analyze the construction contractor's prepared cost estimates and proposals.
- h. Ability to communicate effectively in English both orally and in writing. Experience in preparing correspondence, written reports, and in briefing management personnel.
- i. Experience and familiarity with Federal building projects design codes (UFGS) and construction techniques.
- j. Completed 30 Hour OSHA Construction Training within the past 2 years.
- k. 40-hour NAVFAC Hazard Awareness Course.
- l. Construction Quality Management (CQM) for Contractors training.
- m. U.S. Citizen or Permanent Resident.
- n. A valid driver's license.

C7.4 DUTIES. The Cost Estimator shall be capable of providing cost estimating services noted in paragraph C4.4.22. In addition, the cost estimator shall provide the following services:

C7.4.1 Provide cost analysis/evaluation of site or existing facility.

C7.4.2 Perform feasibility / constructability reviews.

C7.4.3 Review contractor proposals and identify project cost exposures.

- C7.4.4 Provide recommendations for most cost-effective solutions.
- C7.4.5 Review Value Engineering proposals and cost data for major equipment (long lead items).
- C7.4.6 Establish costing procedures for change orders.
- C7.4.7 Review proposals for adherence to bid documents.
- C7.4.8 Analyze credibility, qualifications, exceptions.
- C7.4.9 Perform cash flow projections.
- C7.4.10 Provide interference / delay avoidance assistance.
- C7.4.11 Provide progress payment schedule and approval assistance.
- C7.4.12 Perform cost analysis and reporting.
- C7.4.13 Perform inspection and verification.
- C7.4.14 Provide audit assistance.
- C7.4.15 Perform claims review, analysis, and provide recommendations.
- C7.4.16 Provide expert witness testimony.

C8. DUTIES AND QUALIFICATIONS OF BUILDING INFORMATION MODEL (BIM) SPECIALIST

C8.1 GENERAL. A Task Order may be issued specifically to provide Building Information Model (BIM) Services. This is to provide BIM services to the field offices in NAVFAC Marianas in the administration of various projects that include but are not limited to the Defense Policy Review Initiative (DPRI) program.

C8.2 SCOPE OF SERVICES. The CMSC shall provide all labor, material, equipment, and software including but is not limited to Microsoft Office (Word, Excel, Project, Outlook), Adobe Acrobat Professional, Primavera P6 or current version, AutoCad, Autodesk Revit, NavisWork, Tekla, BIM collaboration platform or other related programs) necessary for the BIM Specialist to complete the work described in the paragraphs below. Specifically, the CMSC will be requested on a task order basis to furnish tasks as defined in the statements of work. The basic duties of the BIM Specialist are as follows:

C8.3 QUALIFICATIONS. The BIM Specialist shall have the following qualifications, and possess the knowledge, skills and abilities listed below:

- a. Shall either be (1) a graduate of an accredited college or university with at least an associate degree in Engineering Technology, Construction Management, or Architecture and having 5 years of BIM modeling experience, or (2) have 10 years of building modeling experience as a BIM Specialist.
- b. BIM modeling experience shall be for projects of varying complexity with construction cost in the range of \$15M or greater.
- c. Strong experience in Autocad and Revit (Structures and/or MEP), NavisWorks, Tekla, or similar BIM programs.
- d. Knowledge of and experience with other BIM tools such as Civil3D, InfraWorks, Vasari, etc. as well as use of BIM collaboration platforms.
- e. Proficiency in Microsoft Word, Excel, and PowerPoint.
- f. Shall have knowledge of NAVFAC BIM requirements.

- g. Ability to communicate effectively in English both orally and in writing. Experience in preparing correspondence, written reports, and in briefing management personnel.
- h. Experience and familiarity with Federal building design criteria and construction guide specifications.
- i. Completed 30 Hour OSHA Construction Training within the past 2 years.
- j. 40-hour NAVFAC Hazard Awareness Course.
- k. Construction Quality Management (CQM) for Contractors training.
- l. U.S. Citizen or Permanent Resident.
- m. A valid driver's license.

C8.4 DUTIES. Specific tasks for the BIM Specialist include but are not limited to the following:

C8.4.1 Develops 4D building information models for facilities evolving through construction execution and provides daily model management administration and maintenance throughout the task order period of performance. The 3D components or assemblies within the BIM shall be linked with time- or schedule-related information derived from the Master Integrated Schedule and project-level construction schedules.

C8.4.2 BIM digital schedules shall include all Key Site Features including but not limited to: buildings/facilities (e.g. footprints, heights, elevations and occupancy status), grading, land uses (e.g. forest enhancement and conservation set-aside areas), access, pedestrian/vehicular circulations (e.g. emergency vehicles and contractor haul routes), parking, signage, lighting, utility corridors and temporary utilities for construction, easements, contractor on-site material management (e.g. heavy equipment, cranes, material handling/storage, laydown areas, project office, equipment wash down areas, asphalt plants, concrete batch plants, green waste and waste management facilities), explosive safety munition response exclusion zones, security fencing and gates, vegetation cleared areas, erosion control, fugitive dust best management practices and stormwater best management practices. The BIM is not intended to analyze elements interior to the building envelope; but must be capable of adding such interior building features for future use.

C8.4.3 Ensure compliance with project CAD/BIM standards or BIM Execution Plan.

C8.4.4 Collaborate with appropriate disciplines for design changes and/or model changes.

C8.4.5 Prepare walk thru or fly thru of the models with quantity take or scheduling of the materials.

C8.4.6 Assumes lead on developing discipline specific BIM modelling contents for projects, libraries, templates, etc.

C8.4.7 Provide all models in native file format with a description of the software used to create the model (software manufacturer, software name, version number, and operating system used for the software).

C8.4.8 NAVFAC Marianas will own the BIM, the data contained within it, and all copyrights to the BIM. The information included in the BIM is considered FOUO sensitive information. The Contractor shall maintain security of the BIM and related information, including access to the BIM, in accordance with DOD and Navy regulations and guidelines. The obligation to keep the BIM secure continues through performance of this task order and survives termination.

C8.4.9 At the conclusion of the project, the BIM and all drafts/ versions or related information shall be provided to NAVFAC and any copies appropriately destroyed in a manner appropriate as required per DOD and Navy regulations.

PERFORMANCE MATRIX

Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Monitoring Method	Incentive
<ol style="list-style-type: none"> 1. Perform construction surveillance and report findings according to requirements as instructed the Statement of Work (SOW). 2. Attend meetings as prescribed in the SOW. 3. Submit drafts and final reports in a timely manner, as instructed in the SOW. 	<p>Attend meetings and complete reporting requirements in accordance with the SOW.</p>	<p>95% compliance with meeting attendance and reporting requirements in accordance with the SOW.</p>	<p>Scheduled and unscheduled surveillance of field work, to ensure consistency with details provided in the SOW.</p> <p>Review of submittals/deliverables for compliance</p>	<p>Contractor Performance Assessment Report (CPAR).</p>

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
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 31-MAR-2016 TO 30-MAR-2017	N/A	COMMANDING OFFICER - NAVFAC MARIANAS MATTHEW D. BLAZ PSC 455, BOX 195 FPO AP GU 96540-2937 671-333-3177 FOB: Destination	N40192
0002	POP 31-MAR-2017 TO 30-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0003	POP 31-MAR-2018 TO 30-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0004	POP 31-MAR-2019 TO 30-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0005	POP 31-MAR-2020 TO 30-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192

Section G - Contract Administration Data

TASK ORDER ISSUANCE PROCEDURES**G1 CONTRACT TYPE/PERFORMANCE SPECIAL CONTRACT REQUIREMENTS****G1.1 GENERAL OVERVIEW OF MULTIPLE AWARD CONTRACT (MAC)**

A MAC is a contract awarded from a single solicitation, and may result in award to multiple contractors. This procurement consists of one solicitation with the intent to award three (3) Indefinite Delivery Indefinite Quantity (IDIQ) type contracts to the offerors whose proposals, conforming to the RFP, will be most advantageous to the Government resulting in the best value, price and other factors considered. Successful offerors will compete for future work during the term of the contract.

G1.2 CONTRACT TYPE

This is an IDIQ contract with pre-established fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by a Contracting Officer, who will issue written task orders to the Contractor. Award of task orders will be on a firm fixed price basis. This is not a requirements contract.

G1.3 SET-ASIDE: This contract is 100% set-aside for Small Business concerns.

G1.4 NAICS CODE: 236220; Size standard of \$36,500,000 applies to this construction management services contract.

G1.5 CONTRACT DURATION, LIMITS, AND AMOUNTS

a. Term of contract: Each of the resulting contracts will have a base period of 12 months. The total duration of this contract, including the exercise of any options, shall not exceed 60 months.

b. Options: Each contract contains four (4) 12-month options for a total maximum duration of 60 months or aggregate maximum dollar value of \$40,000,000 whichever occurs first. The Government has the option to extend the term of the contract in accordance with the contract clause entitled "FAR 52.217-9, Option to Extend the Term of the Contract". The Government may extend their contract by written notice to the Contractor within thirty (30) days, provided that the Government will give the Contractor a preliminary written notice of its intent to extend within thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

c. Amounts: The maximum aggregate dollar value, including the base period and all options, for all awarded contracts is \$40,000,000. The estimated aggregate dollar value for each period for all awarded contracts is \$8,000,000 for the base period; \$8,000,000 for the first option period; \$8,000,000 for the second option period; \$8,000,000 for the third option period; and \$8,000,000 for the fourth option period.

d. Estimated Amounts: The contract provides for an estimated aggregate dollar value for each period for all awarded contracts. Except for any limitations on quantities noted in FAR clause 52.216-19 Order Limitation, there is no limit on the number of orders that may be issued during each period, provided that aggregate maximum dollar value of \$40,000,000 for all awarded contracts is not exceeded in the contract.

e. Task Order Limitations: Task orders will range between \$5,000 and \$1,000,000. Task orders may fall below or above this limit; however under the general terms of the contract, contractors are not obligated to accept task orders as follows: Contractors are not obligated to honor (1) any order for a single item in excess of \$1,000,000; (2) any order for a combination of items in excess of \$2,000,000; or (3) a series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in excess of \$2,000,000. A task order may be

issued in an amount less than the minimum order amount of \$5,000 when it is determined by the Government as necessary to expend the minimum guarantee.

f. Minimum Guarantee: The Government makes no representation as to the number of task orders or actual amount of work to be ordered. The successful offerors will each receive a minimum guarantee of \$5,000. The minimum guarantee applies to the base period only. Contractors are not guaranteed work in excess of the minimum guarantee specified herein.

G1.6 COMMENCEMENT OF WORK

The work shall commence within fifteen (15) days after award of each task order.

G1.7 PLACE OF PERFORMANCE

The place of performance will be designated on each individual task order.

G1.8 PROPOSAL PREPARATION COSTS

The costs for preparation of task order proposals, if required under this contract, shall be the responsibility of the contractor and not directly reimbursable. Each task order awarded will include at a minimum all labor wages, management, supervision, mobilization, material and equipment costs. The contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, and all other associated costs necessary to fulfill the requirements of the task order.

G1.9 REQUIRED INSURANCE

a. Within fifteen days after award of this contract, the contractor(s) shall furnish the Administrative Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, Insurance – Work On A Government Installation.

COVERAGE:

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage

Workmen's Compensation: As required by Federal and State Worker's compensation and occupational disease laws.

Employer's Liability Coverage: \$100,000 except in states where worker's compensation may not be written by private carriers.

Others as required by state law.

b. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

G1.10 SUBCONTRACTING RESPONSIBILITIES

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure task orders are completed within the stated requirements.

The contractor is responsible for ensuring subcontracting opportunities are made available to all small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged small business and women-owned small businesses.

G1.11 NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

G1.12 PERFORMANCE EVALUATIONS

The Contract Office will complete a contractor's performance evaluation for input into the Contractor Performance Assessment Reports (CPARS) database. The evaluation will take into account all aspects of the contractor's performance. Interim performance evaluations may be completed at any time the Contractor's performance is considered less than satisfactory. Contractors will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. The negative performance evaluations will have an impact on the award of future task orders.

G2 TASK ORDER ISSUANCE PROCEDURES

G2.1 GENERAL

- a. When the Government requires work under the contract, a Request for Proposal Letter (RFPL) will be issued as appropriate. RFPLs are usually accompanied by a Statement of Work (SOW) and will normally be issued electronically by email but may be placed via mail, telephone, facsimile or other electronic means.
- b. Contractors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFPL by the time specified in the RFPL. Any proposal, modification, or revision, received at the Government office after the exact time specified for receipt of proposals will be late and will not be considered.
- c. Task orders will be awarded on DD Form 1155, Order for Supplies or Services. Task orders will be placed in a sequential numbering system, which relate back to the basic contract number.
- d. The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed task orders.
- e. Each task order shall include as a minimum:
 - (1) Date of order
 - (2) Contract number and order number
 - (3) Contract item number and description, quantity, and unit price or estimated cost
 - (4) Delivery or performance schedule
 - (5) Place of performance
 - (6) Accounting and appropriation data
 - (7) Method of payment and payment office

- f. Modifications to task orders will be issued on Standard Form (SF) 30.
- g. Each contractor is required to submit a reasonable number of good faith proposals to RFPLs. If unable to propose on a task order, contractors are required to contact the Contracting Officer within two days of notification if they cannot participate in the site visit or submit an offer. Contractors are required to submit in writing a letter explaining the reasons for not submitting an offer for the RFPL. Failure to provide this notification may impact future consideration for task orders and exercise of an option.
- h. In accordance with FAR 16.505(a) (9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract; or a protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

G2.2 COMPETITION

- a. Competition for issuance of task orders is limited to those awardees under this contract. All awardees will be given a fair opportunity to be considered for each task order unless the Contracting Officer applies one of the exceptions noted in paragraph (g) below. Upon determining the need to issue a task order, all awardees will be considered equally against the stated criteria in the RFPL.
- b. Task order proposals will be evaluated based on one of the following criteria:
 - (1) Price Only;
 - (2) Lowest Price Technically Acceptable (LPTA); or
 - (3) Price and Non-price Evaluation Factors Combined
- c. Each task order will be awarded, as a result of competition to the contractor whose offer is the most advantageous to the Government considering the criteria specified in the RFPL.
- d. The Contracting Officer may consider (1) past performance on earlier orders under the contract, including quality, timeliness, and cost control; and (2) potential impact on other task orders placed with the contractor. Other factors may be considered as specified in the RFPL.
- e. The Contracting Officer need not contact each of the multiple awardees under the contract before selecting a task order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each task order. The competition requirements in FAR part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process.
- f. Each task order exceeding the simplified acquisition threshold shall be placed on a competitive basis in accordance with FAR 16.505(b) unless this requirement is waived on the basis of a justification that is prepared and approved and includes a written determination that –
 - (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
 - (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
 - (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
 - (4) It is necessary to place an order to satisfy a minimum guarantee; or
 - (5) A statute expressly authorizes or requires that the purchase be made from a specified source.

- g. For projects estimated at less than the simplified acquisition threshold, the Contracting Officer reserves the right to make award of the task order without competition or justification based upon one of the circumstances described in the preceding paragraph 2.f. The Contracting Officer shall document in the contract file the basis for using an exception to the fair opportunity process.

G2.3 REQUIREMENT FOR PROPOSALS

- a. Task orders will be firm fixed price with a specific completion date or performance period and will clearly define the specific services to be performed or the performance desired. When options are included in the Schedule, the task order will specify the number of days after award for exercising the options.
- b. Task orders incorporate by reference applicable provisions and clauses in the basic contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract will control, except as otherwise noted in the contract documents. The Government reserves the right to incorporate additional clauses, as appropriate, into individual task orders solicitations and awards.
- c. Task orders may be awarded on the basis of price only; lowest price technically acceptable; or price and non-price factors combined. The basis for award will be stated in the RFPL.
- d. Task order proposals must be complete and adequately address RFPL requirements to be considered for award. Therefore, proposals must contain the best offer from a technical and price standpoint.
- e. Unless otherwise specified in the RFPL, task order proposals must remain valid for 90 calendar days after the last stated date for which proposals may be received.
- f. Task order projects will be varying in size and complexity. In most cases, the SOW is developed entirely by the Government.
- g. Task order proposals may include but are not limited to:
 - (1) Detailed breakdown of all costs, including direct costs (labor, materials, and equipment), indirect costs, profit, taxes, overhead, markups, etc.
 - (2) Management plan of all tasks with workload scheduling and resource management.

G2.4 SELECTION CRITERIA

Task order awards may be based on price alone, or may be awarded based on price and, but not limited to, other non-price factor criteria. All awards shall consider price as one of the factors in the selection decision. The task order award criteria will be specified in each RFPL issued or as specified by the Contracting Officer.

G2.5 OMBUDSMAN

The agency's designated Task Order Ombudsman is the Echelon III/IV Competition Advocate and is responsible for reviewing complaints from contractors and ensuring that all contractors are afforded a fair opportunity to be considered for award of task orders, in accordance with the requirements of the contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NAVFAC November 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or email cscassig@csd.disa.mil. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:

Contract Number	TBD
Delivery Order Number	TBD
Cage Code/Ext	TBD
Pay DoDAAC	TBD
Document Type	Navy Construction / Facilities Management
On the WAWF "Header Tab" the following is required:	
Issue Date	TBD
Issue By DoDAAC	N40192/IPTSVC
Admin By DoDAAC	N40192/IPTSVC
Inspect By DoDAAC/Ext	N40192/IPTSVC
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	N40192/IPTSVC
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	N40192/IPTSVC
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	TBD
Accountable Official Email Address	TBD
Operations Assistant (OA) Email Address	TBD
Activity Fund Administrator email Address	TBD

The NAVFAC WAWF point of contact for this contract is Matthew Blaz and can be reached at matthew.blaz@fe.navy.mil or (671)333-3177.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS Helpdesk at 877-251-WAWF (9293), ccl-ec-navy-wawf-helpdesk@dfas.mil or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9300, GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015

52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014

252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the exercised option period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the

contract in the case of a contract for--

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 09/30/2016 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(1) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR):

<http://www.acquisition.gov/far/>

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

Defense Acquisition Regulation Supplement (DFARS):

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the Contractor and research performer and determined in writing by the Contracting Officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008, (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from award date through effective term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 - Organizational Conflicts of Interest (Jun 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in

such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (MAR 2002)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause) . (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

LISTS OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-1	REQUEST FOR INFORMATION (RFI)
ATTACHMENT J-2	RECENT, RELEVANT EXPERIENCE PROJECT DATA SHEET
ATTACHMENT J-3	NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT J-4	BASE ACCESS REQUEST FORM
ATTACHMENT J-5	CONTRACT SUMMARY FOR N40192-10-D-0002

EXHIBIT A	CONTRACT RATE SCHEDULE – BASE PERIOD
EXHIBIT B	CONTRACT RATE SCHEDULE – FIRST OPTION PERIOD
EXHIBIT C	CONTRACT RATE SCHEDULE – SECOND OPTION PERIOD
EXHIBIT D	CONTRACT RATE SCHEDULE – THIRD OPTION PERIOD
EXHIBIT E	CONTRACT RATE SCHEDULE – FOURTH OPTION PERIOD
EXHIBIT F	WAGE DETERMINATION

ATTACHMENT J-1

REQUEST FOR INFORMATION (RFI)

The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date shown in the solicitation. Please submit questions via email to Matthew Blaz, Contract Specialist, at matthew.blaz@fe.navy.mil

FIRM NAME:

POC:

ADDRESS:

TELEPHONE NUMBER:

E-MAIL ADDRESS:

QUESTION:

RFP REFERENCE:

SECTION –

PARAGRAPH –

PAGE –

ATTACHMENT J-2

RECENT, RELEVANT EXPERIENCE PROJECT DATA SHEET
Project Number: _____
1. Experience for: <input type="checkbox"/> Offeror <input type="checkbox"/> Joint-Venture <input type="checkbox"/> Other (Explain) Firm Name: Address: Phone Number: Point of Contact: _____ Contact Phone Number: _____
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: If subcontractor, who was prime (Name/Phone #):
3. Contract Number: _____ Delivery/Task Order Number: _____ Title: Location:
4. Award Date (mm/dd/yy): _____ Completion Date (mm/dd/yy): _____
5. Award Amount: _____ Final Price: _____
6. Type of work: <input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Other (explain):
7. Type of Contract/Task Order: (Check ALL that apply) <input type="checkbox"/> Firm-Fixed Price <input type="checkbox"/> Cost/Time and Material <input type="checkbox"/> Other (explain):

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

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

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

10. Provide a detailed description of the project and the relevancy to the project requirements of this RFP (i.e.: position title, hours per week)

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

12. Other Information:

ATTACHMENT J-3

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

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**1. Contractor Information**

Firm Name:

CAGE Code:

Address:

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

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

Percent of project work performed:

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

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (*to include all modifications, if applicable*):

Explain Differences:

4. Project Description:Complexity of Work High Med RoutineHow is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

--

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

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

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

8. Client's Signature:

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

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

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

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

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

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

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

ATTACHMENT J-4

REQUEST FOR BASE ACCESS

FOR OFFICIAL USE ONLY

Privacy Act Statement: Pursuant to 5 U.S.C. section 552 and SECNAVINST 5720.42F, this information being requested is on a voluntary basis; however, failure to provide the personal information requested is grounds to deny you entry onto Naval Base Guam property, in accordance with DODINST 2000.16.

DATE OF REQUEST:

Access requested for: CONTRACTOR/VENDOR/SERVICE PROVIDER:

One-Day Passes ONLY:

COMPANY NAME or AUTHORIZED SPONSOR:

POINT OF CONTACT:

MAILING ADDRESS:

DESCRIPTION OF WORK TO BE PERFORMED:

AREA(S) OF ACCESS (i.e.: Main Base, NCTS, USNH, etc.)

AUTHORIZED DATE

DEFAULT ACCESS TIME: 0500-1800, Monday to Friday

JUSTIFICATION is required for access other than the DEFAULT TIME above:

DURATION/EXPIRATION DATE:

EMPLOYEE(S) LAST NAME, FIRST NAME:

(Note: Full SSN is needed to properly identify persons requesting access. Failure to provide this information may prevent Naval Base Guam from processing your request)

Authorized Sponsor/GOVT AGENCY POC (NAME AND TITLE):

POC TELEPHONE NUMBER:

ATTACHMENT J-5**CONTRACT SUMMARY FOR N40192-10-D-0002**

This contract will replace a contract for similar services awarded in 2010. Requirement was previously satisfied by contract N40192-10-D-0002. Contract was issued to SSFM International as a single indefinite delivery indefinite quantity (IDIQ) contract for a term of one base year and four option periods with a contract dollar value of \$40,000,000 (\$8,000,000 for the base year and \$8,000,000 for each option period). The contract expired on 09/06/2015 with all four options exercised. A total of 37 task orders were issued prior to the expiration of the contract for an approximate total of \$8,000,000.

N40192-10-D-0002
SSFM INTERNATIONAL, INC
501 SUMNER ST. STE. 620
HONOLULU, HI 96817-5304

A Exhibit A	B Reference of Document Being Continued N40192-16-R-0006	C PAGE
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D NAME OF OFFEROR OR CONTRACTOR

E ELIN NO.	F SERVICES	G EST. QTY.	H UNIT	I UNIT PRICE	J AMOUNT
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IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES, NAVFAC MARIANAS

CONTRACT RATE SCHEDULE – BASE PERIOD INDEFINITE QUANTITY WORK

A001	Construction Surveillance Engineer (Non-discipline specific)	244	Months	\$ _____	\$ _____
	Construction Surveillance Engineer (Discipline specific):				
A002	- Structural	36	Months	\$ _____	\$ _____
A003	- Electrical	36	Months	\$ _____	\$ _____
A004	- Mechanical	36	Months	\$ _____	\$ _____
A005	- Civil	36	Months	\$ _____	\$ _____
A006	Construction Surveillance Engineering Technician	72	Months	\$ _____	\$ _____
A007	Scheduler	36	Months	\$ _____	\$ _____
A008	Cost Estimator	36	Months	\$ _____	\$ _____
A009	Building Information Model (BIM) Specialist	36	Months	\$ _____	\$ _____
A010	Temporary Field Office	12	Months	\$ _____	\$ _____

A Exhibit B	B Reference of Document Being Continued N40192-16-R-0006	C PAGE
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D NAME OF OFFEROR OR CONTRACTOR

E ELIN NO.	F SERVICES	G EST. QTY.	H UNIT	I UNIT PRICE	J AMOUNT
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IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES, NAVFAC MARIANAS

CONTRACT RATE SCHEDULE – FIRST OPTION PERIOD INDEFINITE QUANTITY WORK

B001	Construction Surveillance Engineer (Non-discipline specific)	244	Months	\$ _____	\$ _____
	Construction Surveillance Engineer (Discipline specific):				
B002	- Structural	36	Months	\$ _____	\$ _____
B003	- Electrical	36	Months	\$ _____	\$ _____
B004	- Mechanical	36	Months	\$ _____	\$ _____
B005	- Civil	36	Months	\$ _____	\$ _____
B006	Construction Surveillance Engineering Technician	72	Months	\$ _____	\$ _____
B007	Scheduler	36	Months	\$ _____	\$ _____
B008	Cost Estimator	36	Months	\$ _____	\$ _____
B009	Building Information Model (BIM) Specialist	36	Months	\$ _____	\$ _____
B010	Temporary Field Office	12	Months	\$ _____	\$ _____

A Exhibit C	B Reference of Document Being Continued N40192-16-R-0006	C PAGE
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D NAME OF OFFEROR OR CONTRACTOR

E ELIN NO.	F SERVICES	G EST. QTY.	H UNIT	I UNIT PRICE	J AMOUNT
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IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES, NAVFAC MARIANAS

CONTRACT RATE SCHEDULE – SECOND OPTION PERIOD INDEFINITE QUANTITY WORK

C001	Construction Surveillance Engineer (Non-discipline specific)	244	Months	\$ _____	\$ _____
	Construction Surveillance Engineer (Discipline specific):				
C002	- Structural	36	Months	\$ _____	\$ _____
C003	- Electrical	36	Months	\$ _____	\$ _____
C004	- Mechanical	36	Months	\$ _____	\$ _____
C005	- Civil	36	Months	\$ _____	\$ _____
C006	Construction Surveillance Engineering Technician	72	Months	\$ _____	\$ _____
C007	Scheduler	36	Months	\$ _____	\$ _____
C008	Cost Estimator	36	Months	\$ _____	\$ _____
C009	Building Information Model (BIM) Specialist	36	Months	\$ _____	\$ _____
C010	Temporary Field Office	12	Months	\$ _____	\$ _____

A Exhibit D	B Reference of Document Being Continued N40192-16-R-0006	C PAGE
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D NAME OF OFFEROR OR CONTRACTOR

E ELIN NO.	F SERVICES	G EST. QTY.	H UNIT	I UNIT PRICE	J AMOUNT
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IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES, NAVFAC MARIANAS

CONTRACT RATE SCHEDULE – THIRD OPTION PERIOD INDEFINITE QUANTITY WORK

D001	Construction Surveillance Engineer (Non-discipline specific)	244	Months	\$ _____	\$ _____
	Construction Surveillance Engineer (Discipline specific):				
D002	- Structural	36	Months	\$ _____	\$ _____
D003	- Electrical	36	Months	\$ _____	\$ _____
D004	- Mechanical	36	Months	\$ _____	\$ _____
D005	- Civil	36	Months	\$ _____	\$ _____
D006	Construction Surveillance Engineering Technician	72	Months	\$ _____	\$ _____
D007	Scheduler	36	Months	\$ _____	\$ _____
D008	Cost Estimator	36	Months	\$ _____	\$ _____
D009	Building Information Model (BIM) Specialist	36	Months	\$ _____	\$ _____
D010	Temporary Field Office	12	Months	\$ _____	\$ _____

A Exhibit E	B Reference of Document Being Continued N40192-16-R-0006	C PAGE
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D NAME OF OFFEROR OR CONTRACTOR

E ELIN NO.	F SERVICES	G EST. QTY.	H UNIT	I UNIT PRICE	J AMOUNT
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IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES, NAVFAC MARIANAS

CONTRACT RATE SCHEDULE – FOURTH OPTION PERIOD INDEFINITE QUANTITY WORK

E001	Construction Surveillance Engineer (Non-discipline specific)	244	Months	\$ _____	\$ _____
	Construction Surveillance Engineer (Discipline specific):				
E002	- Structural	36	Months	\$ _____	\$ _____
E003	- Electrical	36	Months	\$ _____	\$ _____
E004	- Mechanical	36	Months	\$ _____	\$ _____
E005	- Civil	36	Months	\$ _____	\$ _____
E006	Construction Surveillance Engineering Technician	72	Months	\$ _____	\$ _____
E007	Scheduler	36	Months	\$ _____	\$ _____
E008	Cost Estimator	36	Months	\$ _____	\$ _____
E009	Building Information Model (BIM) Specialist	36	Months	\$ _____	\$ _____
E010	Temporary Field Office	12	Months	\$ _____	\$ _____

EXHIBIT F

WD 05-2148 (Rev.-21) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2148
Revision No.: 21
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10

01300 - Scheduler, Maintenance	13.75
01311 - Secretary I	13.75
01312 - Secretary II	15.38
01313 - Secretary III	17.15
01320 - Service Order Dispatcher	11.57
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81

12012	- Certified Occupational Therapist Assistant	21.70
12015	- Certified Physical Therapist Assistant	21.70
12020	- Dental Assistant	13.20
12025	- Dental Hygienist	29.85
12030	- EKG Technician	23.96
12035	- Electroneurodiagnostic Technologist	23.96
12040	- Emergency Medical Technician	15.81
12071	- Licensed Practical Nurse I	14.14
12072	- Licensed Practical Nurse II	15.81
12073	- Licensed Practical Nurse III	17.63
12100	- Medical Assistant	11.54
12130	- Medical Laboratory Technician	14.14
12160	- Medical Record Clerk	11.82
12190	- Medical Record Technician	13.59
12195	- Medical Transcriptionist	14.14
12210	- Nuclear Medicine Technologist	34.75
12221	- Nursing Assistant I	10.03
12222	- Nursing Assistant II	11.30
12223	- Nursing Assistant III	12.31
12224	- Nursing Assistant IV	13.84
12235	- Optical Dispenser	15.81
12236	- Optical Technician	14.14
12250	- Pharmacy Technician	13.41
12280	- Phlebotomist	13.84
12305	- Radiologic Technologist	22.64
12311	- Registered Nurse I	20.70
12312	- Registered Nurse II	25.32
12313	- Registered Nurse II, Specialist	25.32
12314	- Registered Nurse III	30.64
12315	- Registered Nurse III, Anesthetist	30.64
12316	- Registered Nurse IV	36.72
12317	- Scheduler (Drug and Alcohol Testing)	19.59
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	15.06
13012	- Exhibits Specialist II	18.66
13013	- Exhibits Specialist III	22.83
13041	- Illustrator I	15.06
13042	- Illustrator II	18.66
13043	- Illustrator III	22.83
13047	- Librarian	20.66
13050	- Library Aide/Clerk	12.00
13054	- Library Information Technology Systems Administrator	18.66
13058	- Library Technician	15.06
13061	- Media Specialist I	13.46
13062	- Media Specialist II	15.06
13063	- Media Specialist III	16.80
13071	- Photographer I	12.82
13072	- Photographer II	14.32
13073	- Photographer III	17.75
13074	- Photographer IV	21.73
13075	- Photographer V	26.30
13110	- Video Teleconference Technician	12.91
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.65
14042	- Computer Operator II	15.76
14043	- Computer Operator III	17.56
14044	- Computer Operator IV	19.50
14045	- Computer Operator V	21.81

14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49
21410 - Warehouse Specialist		12.49
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.69
23021 - Aircraft Mechanic I		19.70
23022 - Aircraft Mechanic II		20.69
23023 - Aircraft Mechanic III		21.74
23040 - Aircraft Mechanic Helper		13.70
23050 - Aircraft, Painter		18.50
23060 - Aircraft Servicer		16.09
23080 - Aircraft Worker		17.38
23110 - Appliance Mechanic		14.49

23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44

24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06

30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.74
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K - Representations, Certifications and Other Statements of Offerors

REPS AND CERTS**REPRESENTATIONS AND CERTIFICATIONS****1. REPRESENTATIONS AND CERTIFICATIONS**

Offerors shall have an active registration and active Representations and Certificates in the System from Award Management (SAM): <https://www.sam.gov>.

2. SYSTEM FOR AWARD MANAGEMENT

Contractors must be registered in the System for Award Management (SAM) prior to award of a DoD contract. Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls. A contract cannot be awarded to a contractor not registered in SAM. Remember to review the NAICS codes listed in your record and make sure that you have listed the NAICS code for this procurement.

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

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)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

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

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

the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

(End of provision)

52.219-1 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 236220.

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

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

(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)

52.222-22 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)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--
CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(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)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**INSTRUCTIONS TO OFFERORS****L1 INQUIRIES**

Inquiries regarding the Request for Proposal (RFP) shall be submitted electronically using the Request for Information (RFI) form provided as Attachment J-1. The Point of Contact (POC) for inquiries is Matthew Blaz at (671) 333-3177, by email at matthew.blaz@fe.navy.mil. The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date.

L2 PROPOSAL SUBMITTAL REQUIREMENTS**L2.1 PROPOSAL FORMAT**

Proposals submitted in response to this solicitation shall be formatted as follows and furnished in the number of copies stated herein.

Proposals shall be submitted in three ring binders or bound, with tabs or separators. Page limits, where stipulated, must be adhered to (page refers to one printed side of a piece of paper). Proposals shall be submitted on 8.5" X 11" paper, using standard margins and no less than 10 pitch font, utilizing both sides of the paper. The format for the proposal follows in paragraphs 2.2 and 2.3 of this section. A cover letter shall accompany the proposal.

The cover letter shall include —

- a. The solicitation number;
- b. The name, address, telephone and facsimile numbers, and e-mail addresses of the Offeror;
- c. The **DUNS Number, CAGE Code, and Tax Identification Number (TIN)** of the Offeror;
- d. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- e. Names, titles, phone and facsimile numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation and;
- f. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - i. Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words "an individual doing business as *[insert name of firm]*."
 - ii. Partnerships. A contract with a partnership shall be signed in the partnership name.
 - iii. Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign.
 - iv. Joint Ventures. A contract with a joint venture may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - v. Agents. When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the Contracting Officer.
- g. Joint Venture Agreement, Binding Teaming Agreement, or other contractual agreement (if applicable)

L2.2 PROPOSAL FOR THE SOLICITATION

The format for the proposal is as follows:

COVER LETTER

Joint Venture Agreement, Binding Teaming Agreement, or other contractual agreement (if applicable)

TECHNICAL PROPOSAL

Tab 1: Factor 1, Recent, Relevant Experience

Tab 2: Factor 2, Safety

Tab 3: Factor 3, Past Performance on Recent, Relevant Projects

PRICE PROPOSAL

Factor 4, Price (In Sealed Envelope) – The envelope shall contain the following original documents:

- i. Standard Form SF33 (Solicitation, Offer, and Award) with the following completed:
 - a. Blocks 14 through 18
 - b. Exhibits A-E Prices for all Contract Line Item Numbers (CLINs)
- ii. Representations and Certifications – Section K of RFP and the Online Representations and Certifications Application (ORCA) via the System for Award Management (SAM) website.

Offerors are asked to submit only the information/exhibits required. Do not submit any additional information such as brochures or other pre-printed materials.

L2.3 PROPOSAL SUBMISSION

Proposals in response to this RFP must be submitted in the format and number of copies as follows:

- i. One (1) original Technical Proposal
- ii. Two (2) paper copies of the Technical Proposal
- iii. One (1) electronic copy of the Technical Proposal in Adobe Acrobat PDF format provided on compact disc (CD)
- iv. One (1) original Price Proposal (in sealed envelope)
- v. One (1) paper copy of the Price Proposal (in sealed envelope)
- vi. One (1) electronic copy of the Price Proposal in Adobe Acrobat PDF format provided on compact disc (CD). Place the CD in the sealed envelope, along with the copies of the Price Proposal.

The Offeror is responsible for ensuring that all original paper and electronic copies are identical. Should there be a discrepancy between the paper and electronic versions, the paper copy shall govern.

Proposals must be received by this office no later than the date and time stated in Block 9 of the SF33. Offerors should address all evaluation factors and shall submit the proposal to the following address:

Naval Facilities Engineering Command Marianas
Attention: Matthew Blaz
Pedro LG Roberto Drive, Apra Heights,
Bldg 4175, 3rd Floor, Room A315
Santa Rita, Guam

PROPOSALS MUST BE RECEIVED AND DATE/TIME STAMPED BY THE CONTRACTING OFFICER ON OR BEFORE THE DATE AND TIME SPECIFIED IN THE RFP. LATE SUBMITTALS WILL NOT BE CONSIDERED UNLESS IT MEETS THE REQUIREMENTS IN FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION.

Proposal must be clearly marked on the outside of the package with the solicitation number.

L3 PRE-PROPOSAL CONFERENCE AND SITE VISIT

- a. A pre-proposal conference and site visit will not be conducted for this solicitation.

L4 JOINT VENTURE, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIP

- a. Joint Venture Offerors shall provide a copy of the joint venture agreement. The agreement shall include information that identifies the responsibilities for each entity under this contract, demonstrate the relationship between firms, and identify contractual relationships and authorities to bind each entity of the joint venture. The Joint Venture also needs to complete the online representations and certifications for each joint venture member as well as for the joint venture itself.
- b. Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities:
 - i. A copy of the JV, LLC, or LTD agreement.
 - ii. A detailed statement outlining the following in terms of percentages where appropriate:
 1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
 2. The management approach in terms of who will conduct, direct, supervise, and control.
 3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
 4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
 - iii. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contact, e-mail address, phone number and facsimile number

L5 SYSTEM FOR AWARD MANAGEMENT REGISTRATION

Firms offering a response to this solicitation should ensure that they are actively registered in the System for Award Management (SAM) database (<https://www.sam.gov>), and complete the provisions associated with the annual representations and certifications identified in the Federal Acquisition Regulation (FAR) subpart 4.1202 and Defense FAR Supplement (DFARS) subpart 204.1202. Firms shall also ensure to obtain a registered DUNS number prior to award.

NOTE: CONTRACTORS MUST COMPLETE BOTH THE FAR AND DFARS REPRESENTATIONS AND CERTIFICATIONS ON THE SAM WEBSITE. CONTRACTORS ARE PROVIDED ACCESS TO THE DFARS PROVISIONS ONLY WHEN THEY ANSWER AFFIRMATIVELY THAT THEY WOULD LIKE TO DO BUSINESS WITH THE DEPARTMENT OF DEFENSE. Contractors are advised that both FAR and DFARS provisions must be listed on their SAM record in order to participate in this solicitation.

L6 FEDERAL CONTRACTOR PROGRAM

In accordance with Federal Acquisition Regulation (FAR) 22.1303, any contractor or subcontractor with a contract of \$100,000 or more with the Federal Government must take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based on their disability or veteran's status.

Companies must file an annual VETS-100 report, which shows the number of targeted veterans in their workforce by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided at the VETS-100 Internet site at <http://www.dol.gov/vets/vets-100.html> or employers may contact the VETS-100 Processing Center at (866)237-0275 or e-mail at VETS100-customersupport@dol.gov. **A contract cannot be awarded to a contractor that has not submitted a required annual form VETS -100, Federal Contractor Veterans' Employment Report (VETS-100 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.**

L7 INCURRED EXPENSES

The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

L8 PRE-AWARD SURVEY/RESPONSIBILITY DETERMINATION

This pre-award survey/responsibility determination is not part of the technical evaluation. FAR subpart 9.104 requires prospective contractors to demonstrate that they have adequate financial resources to perform the contract or the ability to obtain them; capability to comply with the required performance schedule; satisfactory performance record; and be otherwise eligible to receive an award under applicable laws and regulations. This is notice that the Contracting Officer may request Offerors submit the following information for review and determination prior to award:

- a. Company financial statements (balance sheets and income statements) for the past three years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the Offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities among companies and provide the same information for each partner.
- c. Newly-formed entities (e.g. limited liability companies (LLC)), limited partnerships (LTD) and newly created corporate subsidiaries) that are the entity liable on the contract ordinarily have no record or an insufficient record of relevant experience, past performance, and financial capability to support a responsibility determination. In such cases, the Offeror may rely on the resources of the LLC member, parent, limited partner, or other entities related to the Offeror for responsibility purposes where the offer submits a guaranty from the entity providing the resources.
- d. A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete. If the list of existing commitments is extensive, provide the required information on at least five projects of similar dollar value and a summary of the existing commitments to include number of contracts, total dollar value of all contracts, and total dollar value of work remaining.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price indefinite delivery indefinite quantity contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Doris R. Castro
 NAVFAC Marianas, CI-IPT
 PSC 455 Box 195
 FPO AP 96540-2937

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

(End of provision)

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

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

Federal Acquisition Regulation (FAR):

<http://www.acquisition.gov/far/>
<http://farsite.hill.af.mil/>

Defense Acquisition Regulation Supplement (DFARS):

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
<http://farsite.hill.af.mil/vfdfara.htm>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

None

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION

EVALUATION FACTORS FOR AWARD

M1 SOURCE SELECTION

This is a competitive procurement issued as a 100% Small Business set-aside basis and uses source selection procedures to select the responsible Offeror whose proposal conforms to the requirements of the solicitation and is determined to provide the best value to the Government, price and non-price factors considered. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with Offerors in the competitive range; and to award the contract to the Offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

M2 INTENT TO AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contracts; to negotiate with offerors in the competitive range; and to award the contracts to the offerors submitting the proposals determined to represent the best value—the proposals most advantageous to the Government, price and other factors considered.

M3 BASIS OF AWARD

The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror. All technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness (es) and the associated risk to successful contract performance resulting from the weakness (es). This assessment must provide the rationale for proceeding to award without discussions.

M4 ENFORCEABILITY OF PROPOSAL

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of the contract. By submission of the offer, the Offeror agrees that all items proposed will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval and shall be equal or better, in the judgment of the Contracting Officer, than the items originally proposed.

M5 EVALUATION FACTORS AND PROPOSAL SUBMISSION REQUIREMENTS

- a. The Offeror's proposal shall contain a response to each of the evaluation factors and shall be in the form prescribed by this solicitation. Evaluation factors are divided into two categories: Non-Price (Factors 1 through 3) and Price (Factor 4). The evaluation factors for this acquisition are:

Factor 1– Recent, Relevant Experience

Factor 2 – Safety
Factor 3 – Past Performance on Recent, Relevant Projects
Factor 4 – Price

b. Definitions:

DEFICIENCY: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

SIGNIFICANT WEAKNESS: A flaw that appreciably increases the risk of unsuccessful contract performance.

WEAKNESS: A flaw in the proposal that increases the risk of unsuccessful contract performance.

STRENGTH: A proposed method or technique in the proposal that exceeds the solicitation requirements and is of value to the Government.

SIGNIFICANT STRENGTH: A proposed method or technique in the proposal that has a high magnitude of value to the Government and appreciably increases the likelihood of successful contract performance.

PAST PERFORMANCE: Relates to how well an Offeror has performed on previous projects and contracts; e.g., the quality of work accomplished, schedule compliance, client satisfaction, etcetera.

EXPERIENCE: Pertains to work currently or previously performed by an Offeror, which is the same or similar to the work described in this solicitation.

OFFEROR: Refers to the Contractor submitting the proposal as Offeror, including joint ventures, whose name appears in Block 15 of Standard Form 33 (Solicitation, Offer and Award).

PAGE: Refers to one printed side of a piece of paper. (For example, 5 pieces of paper printed on both sides would result in 10 pages of narrative.)

c. The following describes each evaluation factor, submittal requirements and basis for assigning ratings:

Factor 1 – Recent, Relevant Experience:

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

Submit a minimum of five (5) and a maximum of ten (10) construction management services projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP.

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

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

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

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e., position titles, project duration).

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity or the Joint Venture partners. Offerors are still limited to a total of ten (10) projects combined.

If an Offeror is submitting and utilizing experience of a Joint Venture (JV) Partner, affiliated entity, subsidiary, parent company, Limited Liability Company (LLC), Limited Partner (LTD), or member companies (collectively referred to as the Experienced Party), the Offeror shall submit a signed and dated contractual agreement or other relevant legal document creating a legal and binding obligation between the Experienced Party and the Offeror. If the agreement is a JV agreement, the agreement shall detail and explain the meaningful involvement that the JV partners, collectively and individually, will have in the performance of the contract. The proposal shall clearly demonstrate that the Experienced Party will have meaningful involvement in the performance of the contract in order for the past performance information of the Experienced Party to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, equipment) that the Experienced Party will commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources, of the Experienced Party, that will be located at the worksite and any company offices in the city/area of the project. The proposal shall also describe specific roles of the Experienced Party in terms of the work it will either self-perform or manage on behalf of the Offeror in performance of the contract. Any projects submitted in excess of the ten (10) projects total will not be considered.

(ii) Basis of Evaluation:

The Government will focus on whether the offeror demonstrates extensive experience in recent, relevant construction management service projects. Offerors providing cumulative total of construction management services in one year period greater than \$1,000,000 may be rated higher. The offeror's experience demonstrates a strong ability to manage projects with little to no risk of not achieving solicitation requirements.

Factor 2 – Safety:

(i) Solicitation Submittal Requirements:

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

(1) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the five previous complete calendar years [2011, 2012, 2013, 2014, 2015], submit your OSHA Days

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

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

(ii) Basis of Evaluation:

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

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

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

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

Factor 3, Past Performance on Recent, Relevant Projects:

(i) Solicitation Submittal Requirements:

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

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment J-3), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Matthew Blaz, Contract Specialist, via email at matthew.blaz@fe.navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

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

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

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(ii) Basis of Evaluation:

The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds

Factor 4, Price:

1. Solicitation Submittal Requirements:

The Offeror shall submit the following in the order shown below in a sealed envelope.

- a. Standard Form (SF) 33 (Solicitation, Offer, and Award) – Offeror is to complete:
 - i. Blocks 14 through 18, and
 - ii. Exhibits A-E Prices for all Contract Line Item Numbers (CLINs)
- b. Representations and Certifications – Offeror is to complete Section K of the RFP and the Online Representations and Certifications Application (ORCA) via the System for Award Management (SAM) website at <https://www.sam.gov/>

2. Basis of Evaluation:

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price: (i) Comparison of proposed prices received in response to the RFP; (ii) Comparison of proposed prices with the IGCE; (iii) Comparison of proposed prices with available historical information.

M6 FINAL SELECTION

Final selection will be made to the responsible Offeror whose offer, conforming to the solicitation, is determined to be the best value to the Government considering price and non-price evaluation factors.

CLAUSES INCORPORATED BY REFERENCE

52.232-15 Progress Payments Not Included APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)