SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. N44255-16-R-9002	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	3. DATE ISSUED 16-Mar-2016	PAGE OF PAGES 1 OF 98

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

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

7. ISSUED BY CODE N44255	8. ADDRESS OFFER TO (If Other Than Item 7) CODE
NAVFAC NORTHWEST 1101 TAUTOG CIRCLE SILVERDALE WA 98315-1101 TEL: FAX:	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	LEROY W. RUSHING	360-396-0084

SOLICITATION

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

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

Naval Facilities Engineering Command (NAVFAC) Northwest, Public Works Department (PWD) Naval Base Kitsap (NBK) Multiple Award Construction Contract (MACC) Indefinite Quantity Indefinite Delivery (IDIQ) for Roofing Construction, Repair, and Alteration of Naval Facilities throughout the Puget Sound Region of the NAVFAC Northwest Area of Responsibility (AOR) to include Naval Base Kitsap (NBK) Bangor, Silverdale, WA; NBK Bremerton, Bremerton, WA; and, to a lesser extent, Naval Station (NAVSTA) Everett, Everett, WA; and Naval Air Station (NAS) Whidbey Island, Whidbey Island, WA.

The Seed Project (Proposed Task Order 0001) is Work Order #B7FP3N Replacement of Built Up Roof on Building 1247, located at NBK Bangor, Silverdale, WA.

Provide all materials and services necessary to perform all work in accordance with applicable clauses, provisions, special contract requirements, specifications and drawings.

NAICS: 238160
Maximum aggregate value of awarded contracts is $82,000,000.00
Task Order range for this contract is $2,000.00 to $5,000,000.00
Minimum Guarantee is $25,000.00 per contract.

This requirement is a 100% Total Small Business Set-Aside.

11. The Contractor shall begin performance within 1 calendar days and complete it within 365 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See _____ .)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* ☒ YES ☐ NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 12 May 2016 *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

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

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

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER ***(Must be fully completed by offeror)***

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*		15. TELEPHONE NO. *(Include area code)*
		16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD ***(To be completed by Government)***

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	**ITEM**	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)* TEL: EMAIL:
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		82,000,000			

NAVFAC NW PWD FEAD ROOFING MACC
FFP
This is a Multiple Award Construction Contract (MACC) with no pre-established fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his/her properly authorized representative, who will issue Task Order Requests for Proposal (RFP). Award of Task Orders will be on a firm fixed price basis. Task Orders will be issued as Design-Bid-Build (DBB) only. The resultant three (3) contracts will possess a base year plus four (4) one (1) year option periods, or a maximum of $82,000,000, whichever occurs first.
FOB: Destination

NET AMT

SF-1442 CONTINUATION SHEET

INTENT TO AWARD WITHOUT DISCUSSIONS:

The Government intends to evaluate proposals and award without discussions. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the best terms from a technical and price standpoint. Offerors should not assume they would be contracted or afforded an opportunity to qualify, discuss, or revise their proposals. Offerors are cautioned that a proposal containing qualifications, conditions, or expressing unilateral interpretations of the RFP/contract requirements may be rejected and the Offeror excluded from the potential competitive range. Proposals will be evaluated on the basis of the established criteria and award will be made to the Offeror(s) whose proposal represents the best value to the Government.

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTION TO OFFERORS

1. INQUIRIES. Offerors who determine that the technical and/or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive technical proposal shall submit all questions in writing on a Pre-Proposal Inquiry (PPI) Form, Attachment A. Inquiries shall follow the instructions on Attachment A and be submitted via e-mail to leroy.rushing@navy.mil. **Submit only one inquiry per Form.** Pre-proposals inquiries will be accepted up to ten (10) days prior to the due date of the proposals. A response will be provided via amendment to the solicitation.

2. PROPOSAL SUBMITTAL REQUIREMENTS

2.1 Pursuant to FAR 4.502, all solicitation documents will be posted on the Navy Electronic Commerce Online (NECO) website at https://www.neco.navy.mil/.

2.2 Proposals submitted in response to this solicitation shall be submitted in hardcopy and formatted and submitted as follows:

Offerors shall affix their names and return addresses to the upper left corner of the proposal packages. Each package shall include the solicitation number and must be sealed. Submit proposals to:

Naval Facilities Engineering Command, Northwest
Attn: Mr. LeRoy Rushing
1101 Tautog Circle, Suite 319
Silverdale, WA 98315-1101

Email or Facsimile transmissions of proposals, acknowledgement of amendments or modifications of proposals is not allowed.

If the Offeror is mailing its proposal, mail to the address above. If the Offeror is hand delivering its proposal to NAVFAC Northwest building 1101, please call LeRoy Rushing at (360) 396-0084 to make arrangements prior to your arrival, to be met at the lobby. Contractors shall not arrive at the building unannounced. **PLEASE NOTE:** The address listed above is within a controlled area (badge access). Allow yourself ample time for parking and security delays.

For Offerors who are hand-delivering its proposal and have not made arrangements for badges, NAVFAC Northwest personnel will be at Pass & ID, Building 1035, Naval Base Kitsap, Bangor, for one hour, prior to the proposal submittal deadline. Please call LeRoy Rushing at (360) 396-0084 to make arrangements prior to your arrival.

Whenever required by the factors, use the factor mandated attachments. For narratives aside from the required forms, the paper dimension shall be 8 ½ x 11”. The font size shall be no smaller than 11 pitch. Each copy of the proposal shall be securely fastened/ bound. Tab and label all sections and attachments. Provide a table of contents.

Each copy of the proposal shall be securely fastened/ bound. Tab and label all attachments. Provide a table of contents. For recycling purposes, a soft cover or title sheet is sufficient. **THE PRICE PROPOSAL SHALL BE SUBMITTED SEPARATE FROM THE TECHNICAL PROPOSAL**

- Price Proposal (submitted separately from the Technical Proposal): one (1) original price proposal with original signature and date and one (1) copy on CD. No additional hardcopy Price Proposals are requested.

- Technical Proposal (submitted separately from the Price Proposal): one (1) original technical proposal; three (3) additional hardcopy proposals; and one (1) copy on CD.

• The original proposals shall be identified as "Original" on the cover. See Proposal submission requirements for additional details.

In the event of discrepancies between the original proposal, additional hardcopy proposals, and/or CD copy of proposal, the original proposal shall take precedence.

CLOSING DATE AND LATE SUBMISSIONS. The closing date and time for receipt of Proposals shall be as follows:

Proposals shall be received no later than 2:00 PM. local time on May 12, 2016. **NO EMAIL** or **FACSIMILE PROPOSALS WILL BE ALLOWED.**

Late submissions shall be handled in accordance with FAR 52.215-1, INSTRUCTIONS TO OFFERS – COMPETITIVE ACQUISITION (JAN 2004) reference subparagraphs (c)(3)(ii)(A) and (1), and FAR 15.208.

A cover letter shall accompany both the Technical and Price Proposal. The cover letter at a minimum should include:

(a) The solicitation number;
(b) The name, address, telephone and facsimile numbers, and email 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.

Technical Proposals shall be organized and include the following:

Tab 1: Factor 1 – Management Approach
Tab 2: Factor 2 – Experience
Tab 3: Factor 3 – Past Performance
Tab 4: Factor 4 – Safety

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

3. PRE-PROPOSAL CONFERENCE

3.1 Pre-Proposal Conference/Site Visit: A pre-proposal conference will be held. The pre-proposal conference will commence on Wednesday, 6 April 2016 at 11:00 A.M. local time at the Bangor Chapel, 2900 Ohio Street, Silverdale, WA. The site visit will be immediately after the pre-proposal conference. The Government will provide transportation from the pre-proposal conference to the site walk. **All offerors wishing to attend the site visit must complete the BAVR request to gaining access to NBK Bangor. See Section 3.4 "Security Requirements".**

3.2 All prospective Offerors are urged to attend this conference. Offerors are to submit any questions on a PPI Form by email to leroy.rushing@navy.mil after attendance of the conference. Questions submitted on the proper PPI Form will be answered after the conference to all potential Offerors via amendment.

3.3 All prospective Offerors are advised that this solicitation will remain unchanged unless it is amended in writing, regardless of any verbal responses provided during the site visit.

3.4 Security requirements to attend the pre-proposal conference / site visit.

The location for the site visit will be conducted within the security gates of NBK Bangor . Offerors who are attending the site visit will be required to submit a BAVR request. The BAVR system may be accessed at the following link: https://www.bavr.cnic.navy.mil. BAVR requests shall be submitted **at least five (5) working days** prior to the site visit or when access to a site is required.

BAVR requests shall provide the following into the fields specified:

1. Command You Are Visiting: "NBK Bangor"
2. Sponsor E-mail: "brian.vonwoundenberg@navy.mil"
3. Purpose of Visit: "Need a day pass to attend Pre-proposal Site Visit at B/1247, Upper Base, NBK Bangor.

Once your BAVR request has been approved an e-mail will be generated confirming the approval. On the day of the site visit or performance of a Task Order begins, check in at Pass & ID with the appropriate citizenship documentation: **Valid Passport or State Certified Birth Certification (the Birth Certificate shall be the original in good condition) AND one piece of valid photo ID. ESCORT WILL NOT BE PROVIDED BY THE GOVERNMENT.**

4. SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) www.sam.gov is combining federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. This consolidation is being done in phases. The first phase of SAM includes the functionality from the following systems: * Central Contractor Registry (CCR) * Federal Agency Registration (Fedreg) * Online Representations and Certifications Application (ORCA) * Excluded Parties List System (EPLS). Contractors must be registered in SAM prior to award of a DoD contract. A contract cannot be awarded to a contractor not registered in SAM. Remember to review your NAICS codes listed in your SAM record to make sure that you have listed the NAICS code for this procurement. Please note that Offerors proposing as a Joint Venture must have a current registration in SAM for that Joint Venture prior to contract award.

For additional information, including how to register, please go to www.sam.gov.

5. 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 hire and promote qualified targeted veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Companies must file an annual VETS-4212 report, which shows the number of targeted veterans in their work force 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 VETS-4212 Internet site at http://www.dol.gov/vets/VETS-4212.html or employers may contact the VETS-4212 office at (866) 237-0275 or e-mail at http://www.dol.gov/vets/vets4212.html. A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-4212, Federal Contractor Veterans' Employment Report (VETS-4212 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year. A confirmation of the VETS-4212 Report filing shall be submitted with the Proposal, if applicable.

6. 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.

7. PROJECT PLANS AND SPECIFICATIONS

No plans and specifications will be included in the basic contract. Each task order request for proposal will be issued with its own plans and specifications specific to that project.

8. COMMENCEMENT OF WORK

No work under this contract will commence until such time as the Contracting Officer issues a Task Order, either in writing or orally. Oral task orders will be confirmed by the issuance of a written Task Order within five (5) working days.

BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer IAW FAR Part 15.101-2.

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

3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of a technically acceptable proposal with the lowest evaluated price. In order to permit efficient competition, the following methodology will be utilized. Proposals will initially be screened for price and placed in order of price (lowest price to highest price). The Government will then evaluate the technical factors of the five (5) lowest priced proposals in accordance with the criteria for acceptability set forth in the solicitation. However, the Government, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. If a proposal is found to be technically acceptable, the Government will make award to the three (3) offerors with the lowest-price proposals found to technically acceptable. The lowest priced contract awardee will be awarded the Seed Project and the remaining awardees will receive a minimum guarantee of $25,000.00. If not, groups of five (5) proposals will continue to be evaluated in the order of lowest price to highest price until an offer is found to be technically acceptable. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range. At no time during the technical evaluation will the SSEB be made aware of the offerors' pricing, nor their particular price ranking.

4. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award. If an offeror receives an "UNACCEPTABLE" rating in any non-price factor, no additional proposal evaluation will be performed. Accordingly, under this methodology, some of the technical factors of some of the evaluated proposals may not be evaluated by the Navy.

EVALUATION FACTORS FOR AWARD

1. This procurement is for the award of a Roofing MACC for renovation, alteration, demolition and repair work by design-bid-build of Navy facilities located primarily in the Washington Puget Sound Region. The Seed Project is B7FP3N, Replace Built Up Roof on Building 1247, NBK Bangor, Washington. The solicitation requires the evaluation of price and the following non-price factors:

Price

Non-Price Factors:
Factor 1 – Management Approach
Factor 2 – Experience
Factor 3 – Past Performance
Factor 4 – Safety

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

Price:

PRICE: "Seed Project": B7FP3N Replace Built Up Roof on Building 1247, NBK Bangor.
To be evaluated as acceptable the offeror's price proposal shall provide all of the following required information:

- Solicitation Submittal Requirements: Offeror will complete and submit the following:
- Cover letter in accordance with FAR 52.215-1(c)(2), including DUNS number;
- Standard Form 1442, MACC N44255-16-R-9002 (Solicitation, Offer, and Award) - Blocks 14 through 20c;
- Seed Project, Task Order N44255-16-R-9002/0001, SF 1442 blocks 14 through 20c;
- Acknowledgement of all amendments;
- Complete Section 00010, Schedule of Prices for Contract Line Item Number (CLIN) 0001 shall be the entire work complete and in accordance with the solicitation;
- Complete Representations and Certifications in the RFP; including the supplemental certifications include in Section 00600, ensure SAM is updated or current;
- Completed Proposed Change Order Markup Rate Worksheet;
- Letter from the Offeror's surety. The letter should verify the Offeror has a minimum of $5,000,000.00 bonding capacity per project and provide the Offeror's aggregate maximum bonding capacity of at least $15,000,000.00, and
- Executed Bid Bond in the amount of 20% of the seed project. (to be submitted hard copy);

Basis of Evaluation of Total Price:

The Government will evaluate price based on the Seed Project, Task Order N44255-16-R-9002/0001. Total price consists of the price of Contract Line Item (CLIN) 0001 and the Change Order Markup Rates (Attachment B).

For evaluation purposes, the total price will include the following:

- Price will be evaluated using Line 36 of NAVFAC Form 4330/43 (8/88) (Attachment C). Line 36 represents the sum of the offerors CLIN 0001 and Line 34. Line 34 represents a hypothetical change to the project and its associated cost. However, it shall be noted that ultimate award of the contract will be in the amount of CLIN 0001 and the successful offeror's proposed markup rates will be included in the contract award for use on future modifications. To be evaluated as acceptable the offeror shall provide a NAVFAC 4330/43 (8/88) and the proposal adhered to the instructions below. Failure to submit the NAVFAC 4330/43

(8/88) will result in an unacceptable rating. Failure to adhere to the instructions provided in the RFP or complete the NAVFAC 4330/43 (8/88) accurately may result in an unacceptable rating.

Offerors note that no overhead or profit may be applied to bond expenses when developing the overall evaluated price.

- Seed Project, Task Order N44255-16-R-9002/0001, SF 1442 blocks 14 through 20c;

- A Bid Bond in the amount of 20% of the Seed Project. The Bid Bond will be evaluated for accuracy and completeness in accordance with FAR 28.101.

- Letter from the Offeror's surety. The letter should verify the Offeror has a minimum of $5,000,000.00 bonding capacity per project and provide the Offeror's aggregate maximum bonding capacity of at least $15,000,000.00.

- Evaluation of the price proposal will determine the reasonableness of the offeror's proposal.

- Evaluation will determine the offeror's comprehension of the requirements of the RFP as well as to assess the degree to which the proposed price accurately reflects proposed performance.

- A price found to be either unreasonably high or unrealistically low in relation to the proposed work may negatively impact the offeror's ranking.

In accordance with FAR 15.404-1, Proposal Analysis Techniques, analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price for the Seed Project Task Order N44255-16-R-9002/0001:

- Comparison of total proposed price received in response to the solicitation;

- Comparison of proposed price received in response to the solicitation to the Independent Government Estimate;

- Comparison of proposed price received in response to the solicitation with available historical information;

- Comparison of proposed price received in response to the solicitation with market research;

OFFEROR REQUIREMENTS FOR PROVIDING THE PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATIONS.

- Using NAVFAC Form 4330/43 (8/88), enter offeror's CLIN 0001amount on line 3 under the heading titled "Revisions/Comments".
- Enter 2% of offeror's CLINs 0001 price on Line 8.
- Enter 3% of offeror's CLINs 0001 price on Line 18.
- Enter proposed change order markup rates from Attachment A on lines 9, 19, 22, 23, 28, 29 & 30.
- The subtotal cost (Line 34) will be calculated using the information entered above.
- Line 36 is calculated as the sum of CLIN 0001 and Line 34.

ADDITIONAL INFORMATION RELATED TO THE CHANGE ORDER MARKUP RATES

- The Change Order markup rates will become part of the successful Offeror's resultant contract and will be applied to the direct costs of contract modifications. Any modification exceeding $700,000.00 will be negotiated in accordance with FAR Part 15, DFAR Part 215, and any other applicable Federal Regulations.
- The change order markup cost elements will be used as the markups for both additive and deductive modifications for both the prime and subcontractors.

- Field Overhead will be evaluated as a percent mark-up and not a direct cost to the change proposal.

Field overhead costs cover indirect costs incurred in this project that are chargeable only to this contract and include costs incurred at the job site incident to the performance of work, including but not limited to the cost of engineering, job site supervision, engineer, secretaries, tool shed keeper, temporary office supplies, protection, barricades (rented), haul roads, clean-up, progress reports, equipment, superintendent's truck, truck for clean-up, and fringe benefits for supervisory and administrative personnel.

Technical Factors:

NOTE 1: "Offeror" refers to the entity submitting the proposal, as determined by the name, address, DUNS number, and CAGE code that appears in Block 14 of the SF 1442 for construction solicitations or Block 15 of the SF 33 for service solicitations . If the offeror's proposal presents the experience, past performance, or safety data of any entity with a DUNS number or CAGE code that differs from that in the SF 1442 OR SF 33, the information will not be considered unless the offeror establishes a basis for imputing the other entity's data to the offeror. The Government will not assume or independently investigate the existence and nature of a relationship between the offeror and any other entity that has a different DUNS number and CAGE code. The offeror must clearly explain why another entity's experience, past performance, or safety record is relevant to or indicative of the offeror's ability to perform this contract. A mere statement describing a corporate affiliation is insufficient; the offeror must also establish how the connection or nexus between it and the other entity relates to the offeror's qualifications. The explanation will be limited to one double-sided page (or two single-sided pages), and must be included under Factor 2, Experience. An offeror's failure to adequately justify a basis for crediting it with another entity's experience, past performance, or safety data could result in a deficiency, thereby making the offeror ineligible for award without discussions.

Note 2: While the Government may elect to consider data obtained from other sources, the burden of providing detailed, current, accurate, and complete management, experience, past performance, and safety information rests with the offeror.

Note 3: The page limitation for each factor is provided in the submission requirements for each factor found later in this section. Page limitations will be strictly enforced. Any pages submitted in excess of the page limitations will not be reviewed and any data or material they contain will not be considered. Specific submission items which are excluded from the page count are listed in each factor later in this section.

Note 4: Projects submitted for Factor 2, Experience, shall be the same projects submitted for Factor 3, Past Performance.

Note 5: Failure to meet solicitation submittal requirements may result in an unacceptable rating.

Factor 1, Management Approach

Management Approach:

Solicitation Submittal Requirements:

The composition and management of the firms proposed as the team for this contract will be evaluated in this factor.

The Offeror shall submit the following information:

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

The technical approach narrative shall be limited to two (2) double-sided page (or four (4) single-sided pages) including the organizational chart. The information requested in item #2 below is not included in this page limitation.

(2) In addition to the narrative, the Offeror shall submit a signed copy of a joint venture agreement, partnership agreement, teaming agreement, approved mentor protégé agreement (MPA), or letter of commitment for each member of the Offeror's team identified above (e.g., joint venture member, partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.). The JV agreement, partnership agreement, MPA, letter of commitment is not included in the page restriction.

Basis of Evaluation:

The assessment of the Offeror's technical approach will be used as a means to evaluate the organizational structure and teaming relationships proposed by the Offeror. This factor will be rated on an Acceptable or Unacceptable basis.

Factor 2, Experience:

Solicitation Submittal Requirements:

The Offeror shall submit the following information:

Construction Experience:
Submit at least two (2) with a maximum of five (5) individual relevant projects of similar size, scope and complexity as described below substantially completed (80%) within the past five (5) years for the offeror that demonstrates relevant experience. For purposes of this evaluation, similar in size, scope, and complexity is further defined as:

Size: Similar in size is defined as projects between $2,000.00 and $5,000,000.00. Out of the two (2) to five (5) projects submitted by the offeror, the selected projects shall be able to demonstrate experience with at least one (1) relevant project with a value of at least $100,000.00 and one (1) relevant project with a value between $500,000.00 and $5,000,000.00.

Scope: Similar in scope are projects involving replacement of built up roofing, repairs to existing roof systems, removal and application of PVC, EPDM, metal and asphalt roofing materials. Projects that involved the demolition of roofing with asbestos containing materials, repair of sub-straight and deteriorated framing, fabrication and installation of metal flashing materials, and the installation of pre-engineered fall protection systems.

One project shall be a complete tear off and application of new built up roof.

One project shall include repairs to an existing roofing system.

One project shall include the application of a fully adhered PVC roofing system.

The offeror shall submit at least one project that demonstrates compliance with environmental regulations.

Complexity: Similar in complexity is considered as managing projects with limited site access, short construction schedule, compliance with complex environmental regulations, or work in an industrial environment.

Projects submitted for the Offeror shall be completed, or substantially complete, within the past five (5) years of the date of issuance of this RFP. The term "substantially complete" shall mean a construction project with construction of the facility/project more than 80% complete.

The requirement for acceptability will be based upon the projects submitted by the Offeror in its proposal, Offerors failing to provide at least two (2) relevant projects within the specified time frame demonstrating experience in the above may be rated unacceptable.

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

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

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods).

If the Offeror is a Joint Venture (JV) or Mentor Protégé (MP), relevant project experience should be submitted for projects completed by the Joint Venture/Mentor Protégé entity. If the Joint Venture/Mentor Protégé does not have shared experience, projects shall be submitted for each Joint Venture/Mentor Protégé partner. Offerors are still limited to a total of five (5) projects combined. Joint Venture/Mentor Protégé offers must include at least two relevant projects for each partner. If the Joint Venture/Mentor Protégé includes more than two firms, the team's submission shall include at least one relevant project for each firm. Offeror may receive an unacceptable rating if the minimum number of projects for each firm is not submitted.

Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant construction defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review up to five (5) projects for construction. Any projects submitted in excess of the five (5) for Construction Experience will not be considered.

Factor 3, Past Performance:

Solicitation Submittal Requirements:

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

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 2 – Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total. Offerors who receive a less than Satisfactory rating for any project submitted in Factor 2 shall submit this narrative. Offerors who

have a less than Satisfactory rating for any project submitted in Factor 2 and who do not provide this narrative may receive an unacceptable rating.

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

Performance awards or additional information submitted will not be considered.

Basis of Evaluation:

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

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

Offerors whose predominant (>50%) CPARS and PPQ ratings are less than Satisfactory may be rated Unacceptable.

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

Factor 4, Safety:

(1) 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. TRC and DART Rates shall not be submitted for subcontractors.)

(i) OSHA Total Recordable Case (TRC) Rate:

For the five (5) (2015, 2014, 2013, 2012 and 2011) previous complete calendar years, submit your OSHA Total Recordable Case (TRC) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA TRC Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA TRC Rate data should be addressed as part of this element.

OSHA TRC rates above 4.0, in any of the previous five years, may be considered UNACCEPTABLE, unless an adequate explanation is provided to address the extenuating circumstances that affected the rate.

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

For the five (5) (2015, 2014, 2013, 2012 and 2011) previous complete calendar years, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data should be addressed as part of this element.

OSHA DART rates above 3.0, in any of the previous five years, may be considered UNACCEPTABLE, unless an adequate explanation is provided to address the extenuating circumstances that affected the rate.

(iii) Technical Approach for Safety:

Describe the plan that the Offeror will implement to qualify, evaluate, select and oversee its potential subcontractors. The Safety narrative shall be limited to one page. Offerors must submit both (1) a plan to include the safety performance of subcontractors in the selection process for all levels of subcontractors and (2) a plan to monitor the safety of those subcontractors during contract performance, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose EMR is greater than 1.0, whose TRC is greater than 4.0 and whose DART rate is greater than 3.0.

Offerors who fail to submit either of these may be rated UNACCEPTABLE.

Basis of Evaluation:

The Government is seeking to determine whether the Offeror has an acceptable safety record. The Government will evaluate the Offeror's overall safety record as evidenced by the TRC and DART rates, if the Offeror's plan includes safety in the evaluation and selection of subcontractors, and if the narrative includes a plan to monitor the safety performance of subcontractors during performance. The evaluation will collectively consider the following:

- OSHA Total Recordable Case (TRC) Rate
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety

(i) OSHA Total Recordable Case (TRC) Rate:

The Government will evaluate the OSHA TRC Rate to determine if the Offeror's OSHA TRC rate is above 4.0 and extenuating circumstances that impact the rates.

OSHA TRC rates above 4.0, in any of the previous five years, may be considered UNACCEPTABLE, unless an adequate explanation is provided to address the extenuating circumstances that affected the rate.

(ii) 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's OSHA DART rate is above 3.0 and extenuating circumstances that impact the rates.

OSHA DART rates above 3.0, in any of the previous five years, may be considered UNACCEPTABLE, unless an adequate explanation is provided to address the extenuating circumstances that affected the rate.

(iii) Technical Approach to Safety:

The Government will evaluate the narrative to determine if subcontractor safety performance will be considered in the qualification, evaluation, selection, of all levels of subcontractors on the upcoming project, and both the plan to monitor the safety of those subcontractors during contract performance, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose EMR is greater than 1.0, whose TRC is greater than 4.0 and whose DART rate is greater than 3.0.

Offerors who fail to address either of these items (i.e. whether the safety performance of subcontractors will be evaluated in the selection process for all levels of subcontractors and whether the safety of those subcontractors will be monitored during contract performance) may be rated UNACCEPTABLE.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-3	Evaluation Exclusive Of Options	APR 1984
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;
(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
Determined at the Task Order level	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the

goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Washington State

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

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

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

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

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

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

(b) Construction materials.

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

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

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

"None"

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American -- Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by

paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVFAC NW
ATTN: Eileen S. Mitchell
1101 Tautog Circle
Silverdale, WA 98315-1101

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

(End of provision)

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

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

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

Determined at the Task Order level

Seed Project Pre-Proposal Conference/Site Visit:

A pre-proposal conference will be held. The pre-proposal conference will commence on Tuesday, 22 March 2016 at 11:00 A.M. local time at the Jackson Park Chapel, 71 Olding Road, Bremerton, WA. Upon completion of the pre-proposal conference the offerors will be bussed to the project site.

(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):

FAR: www.acquisition.gov

DFARS: http://farsite.hill.af.mil/vfdfara.htm

(End of provision)

5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

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

(a) Equity Securities (Stock):

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

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

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

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

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

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

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

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

(c) Real Property Interests:

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

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

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

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

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment. (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

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

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

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

5252.228-9302 BID GUARANTEE (ALTERNATE I) (OCT 2004)

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

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.219-1	Small Business Program Representations	OCT 2014
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2001
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (Deviation 2016-O0003)	OCT 2015
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7991 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2016 Appropriations. (DEVIATION 2016-O0002)	OCT 2015

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238160.

(2) The small business size standard is $15,000,000.00.

(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.

X (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.

X (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.

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

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

FAR Clause	Title	Date	Change

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

(End of provision)

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 (FAPIIS) 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 FAPIIS 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)

52.225-25 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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

52.209-11
Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6	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
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
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
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014

52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	MAY 2014
52.222-31	Construction Wage Rate Requirements--Price Adjustment (Percentage Method)	MAY 2014
52.222-32	Construction Wage Rate Requirements--Price Adjustment (Actual Method)	MAY 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
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
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-13	Alternative Payment Protections	JUL 2000
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.245-1	Government Property	APR 2012
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015

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
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the

merits of the matter.

(End of clause)

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

***Commencement and completion of work will be assigned at the Task Order level.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

***Liquidated Damages will be determined at the Task Order level

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(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 Schedule. Such orders may be issued from **during the effective term of the contract, not to exceed 60 months from date of award**.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $5,000,000.00;

(2) Any order for a combination of items in excess of $5,000,000.00; or

(3) A series of orders from the same ordering office within two (2)days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 after twelve months of the MACC's expiration date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 15 days prior to the original completion date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 five (5) years.

(End of clause)

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)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, 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)

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

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

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

``Worker"--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) This clause does not apply to--

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

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

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

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

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

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

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

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

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

(iii) The rate or rates of wages paid;

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

(v) Any deductions made; and

(vi) Total wages paid.

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

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

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

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

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

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

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

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

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

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

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to ***.

***See individual Task Order for specific information.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

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

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

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

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

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

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

(End of clause)

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

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

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

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

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

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

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

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

(d) . . . . . (insert other pertinent information).

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984).

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish two (2) sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

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):

FAR: http://farsite.hill.af.mil

DFARS: http://farsite.hill.af.mil/vfdfara.htm

(End of clause)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Investigative Policy and Oversight, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 11H25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011.

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions*. As used in this provision—

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

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

"Registered in the System for Award Management (SAM) database" means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of Provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(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 during the effective term of the basic contract, not to exceed five (5) years from the date of award.

(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)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

____

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

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

____

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

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

Routing Data Table*

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

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

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

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

____

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

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

____

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

252.236-7006 COST LIMITATION (JAN 1997)

(a)Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b)An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c)Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1)Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2)Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

(End of provision)

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 ALTERNATE I (JUN 1994)

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

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

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

Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

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

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

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

NAVFAC 5252.211-9301 PHASED CONSTRUCTION SCHEDULE (SEP 1996)

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

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

b. Completion day: The day designated as the end of a given phase and the day the work in that phase must be completed; the number listed is the number of calendar days from the award of the contract.

c. Schedule:

Phase	Description	Schedule Start Day	Completion Day
A	[_____]	[_____]	[_____]
B	[_____]	[_____]	[_____]
C	Completion of remaining	[_____]	[_____]

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

d. If the work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted. (End of clause)

5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter. (End of clause)

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders 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)

5252.216-9316 UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized. (End of clause)

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies. (End of clause)

5252.223-9301 WILDLIFE PRESERVATION (JUN 1994)

(Insert name of activity) is a designated (insert description of designation). Before commencing work that may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions: (list as applicable) (End of clause)

Determined at the Task Order level.

5252.228.9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

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

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

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

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

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

Determined at the Task Order level.

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

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

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

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

Determined at the Task Order Level.

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

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

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

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program. (End of clause)

5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

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

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

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

Electric - Water - Compressed Air

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

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

a. Lights shall be used only in areas where and at the time when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

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

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

5252.236-9308 INFORMATION CONCERNING COST LIMITATIONS (JUN 1994)

The Navy has available _____ for the award of this contract. Proposals in excess of this amount will not be considered. Proposers should prepare their proposals so as to permit award at a price within the cost limitation. The Basis of Award is specified in paragraph __. The type of construction, materials and physical amenities provided for any type unit, including senior officer and flag officers, shall be generally similar to those proposed for any other unit in the project and that the cost per net square foot to the 5 foot line of all units in the project be approximately the same. (End of provision)

5252.236-9310 Record Drawings. RECORD DRAWINGS (OCT 2004)

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

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) s Representative?The Contracting Officer (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. (End of clause)

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 10 days of Task Order 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.

Subject to change at the Task Order level.

(End of clause)

5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

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

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which

Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

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

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

CONTRACT REQUIREMENTS
Section 00801 – Contract Type / Performance

1 GENERAL INFORMATION

1.1 General Overview of a Multiple Award Construction Contract (MACC)

A MACC 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 up to three (3) Indefinite Delivery Indefinite Quantity (IDIQ) Construction Contracts to the offeror(s) whose proposal(s), conforming to the RFP are the lowest evaluated price meeting the acceptability standards for non-cost factors. However, the Government reserves the right to award more than three (3) contracts at its discretion if it is determined to be in the best interest of the Government. Furthermore, the Government reserves the right to award only one contract covering the project identified in the RFP if it is in the best interest of the Government. The Government also reserves the right not to award the Seed Project (Proposed Task Order 0001).

1.2 Scope of Work

The intent of this contract is to provide roofing repair and replacement, and emergency roof repairs for Naval Base Kitsap and tenant activities. The contractor shall furnish all supervision, labor, material, equipment, material handling, demolition and disposal, and contractor overhead functions to accomplish roofing repair, replacement, and emergency roof repairs, as specified.

For the purposes of this contract, roofing repair and replacement shall include all necessary labor (trades), materials, and equipment to complete all phases of work ordered, using the trade mix required to safely accomplish individual work tasks, using materials which are durable, meet the task requirements and are compatible with existing materials (as specified in each scope as applicable), using safe equipment, appropriate for the task, in a safe and economical manner, accomplishing all work in accordance with applicable building codes, local fire authority requirements, and local, state and federal safety and environmental regulations to complete roofing work ordered by the Government Contracting Officer. Roofing task order completion may require, but is not limited to, removal and reinstallation of existing roof mounted equipment and enclosures, “cut-out” demolition and installation of framing and curbing for new, and/or replaced equipment, “patching-in” around new equipment, secure and disconnect electrical, gas, refrigeration, steam and condensate and other process services in conjunction with “remove and reinstall” or “install new” equipment during accomplishment roofing work, roofing demolition and debris handling and disposal, installation of new roofing, scheduled repair of existing roofs, emergency roof repair, repair or replacement of roof drains, connector piping, drain pans, gutters and leaders, parapet wall treatments, flashing, cap treatments, repair or replacement of roof decking materials, repair, replacement or installation of permanent fall protection, access ladders, access and smoke hatches, roof expansion joints, and roof work which potentially involves asbestos containing material and/or lead containing material handling, abatement and disposal, as well as interior dust and debris containment and protection in accordance with applicable federal, state, and local safety and health regulations.

Major clients are Commander, Navy Region Northwest (CNRNW), Naval Base Kitsap, Puget Sound Naval Shipyard & Intermediate Maintenance Facilities (PSNS& IMF), Fleet and Industrial Supply Center (FISC), Naval Undersea Warfare Center Keyport (NUWC), Naval Magazine Indian Island, the Fuel Depot at Manchester, NASWI, NAVSTA Everett, Naval Radio Station at Jim Creek, as well as all the Navy Reserve facilities in Washington. The Navy hospitals in Washington are also supported.

Performance requirements and standards will be provided in individual Task Orders. The exact location of work will be indicated on individual Task Order request for proposals issued by the Government. It is anticipated 95% of the work will occur at NBK – Bangor and NBK – Bremerton while the remaining 5% will occur at NAS Whidbey Island

and NS Everett. The Contractor is required to comply with all applicable federal, state, and local laws and regulations.

1.3 Contract Type and Term

This is a multiple site, multiple award, indefinite-delivery, indefinite-quantity construction contract, not to exceed $82 Million dollars effective for a base period of twelve months with an additional four (4) option periods of one (1) year, for a maximum total of five (5) years, to be exercised at the discretion of the Contracting Officer. Delivery or performance shall be specified in individual Task Orders issued hereunder. Projects are expected to fall within the minimum/maximum dollar range of $2,000 to $5,000,000. It is anticipated that work ordered under this contract will not require contractor design and engineering services.

Work ordered under this contract will not require the Contractor to provide design and/or engineering services, but will occasionally require incidental engineering and/or non-professional engineering design. Approximately 80% of the work is anticipated not to require a design, while the remaining 20% is anticipated to have Government provided design. The Contractor may be required to provide narratives, sketches, material catalog cuts and quantity take-off with project that do not possess a design in the Task Order proposal. Should the additional documents be required in the proposal the Contracting Officer will request the deliverables within the SOW/RFP. Pricing for each Task Order will be by Pre-Priced and Non-Pre-Priced methods.

In accordance with FAR 52.219-14 Limitations on Subcontracting (Dec 1996), the Contractor is required to perform at least 15% of the cost of the contract, not including the cost of materials, with its own employees.

1.4 Minimum Guarantee

The only work authorized under this contract is that which is ordered by the Government through issuance of a Task Order. The Government makes no representation as to the number of Task Orders or actual amount of work to be ordered; however, during the term of the contract, a minimum of $25,000 is guaranteed for each awardee, The contractor with the lowest overall evaluated price that meets the acceptability standards will be awarded the initial Task Order and the minimum for that contractor will be satisfied. The remaining awardees will receive a minimum guarantee of $25,000.00. Contractors are not guaranteed work in excess of the minimum guarantee specified herein. Contractors that choose to not bid on more than two (2) Requests for Proposal annually forfeit their rights to the minimum guarantee and may not have their contract renewed for the next option period.

1.5 Commencement of Work

No work under this contract will commence until such time as the Contracting Officer issues a Task Order, either in writing or orally. Oral task orders will be confirmed by the issuance of a written Task Order within five (5) working days.

1.6 Construction Work Categories

Category III construction services are primarily composed of minor renovation or repair. Local environmental or usage permits are required; state or federal permits are not required unless specifically requested in the Task Order. Building and/or site approvals are not required. There are no plans and specifications; work is developed from a scope of work supplemented by professional engineering staff as needed with sketches, catalog cuts, and/or narrative descriptions. Examples of typical Category III work include fire protection alarm relocation; pre-engineering buildings (>120 sf) with no utilities; installation of pre-fabricated carports; replacement of conveyors; non-structural demolition; overhead door repair/replacement (>100 sf); replacement of non-load bearing wall; exterior insulation finish system; HVAC package units (<5 tons, ground level); paving, asphalt overlay, large repair; sprinkler head, fire protection relocation/replacement (<21); roof replacement, structural repair in-kind; stairs, interior or exterior, single flight pre-engineering; utilities – connecting to existing with provider consultation; walls partition, no ingress/egress issues, no utilities; and window installation on non-load bearing walls.

Category IV construction services includes work without permits and is built from client requirements. There is no structural, electrical (primary distribution system), mechanical (HVAC), fire protection, intrusion detection, anti-terrorism force protection, or hazardous abatement. It may include replacement or repair of fixtures, hardware, and finishes. Examples of typical Category IV work include protective bollards (not on piers or for ATFP purposes); pre-engineered buildings (<120 sf) with no utilities; parking lot bumpers; pre-engineered bus stop with no utilities; floor cabinet installation; wall cabinets; cable TV receptacles; floor carpet replacement/installation; laminate countertop installation; solid surface countertop; under sink waste disposer installation; overhead garage door replacement (<100 sf); replacement of personnel doors (non-fire rated doors in non-fire rated walls); driveway asphalt repair or replacement; concrete driveway repair or replacement; dumpster enclosure; ceiling fan replacement; exhaust fan replacement; lighting fixture replacement; plumbing fixture replacement; ceramic floor tile; hardwood and vinyl floor; garage door electric openers; GFCI electrical receptacles; gutters and downspouts; disabled ramps at curbs; handrail/guardrail replacement; replacing door hardware; replacing window hardware; baseboard electric heater replacement; duct installation; pipe installation; wall installation (non-load bearing); landscape sprinkler system; landscaping (<5,000 sf); installing wall mirrors; installing motion detectors; exterior painting (no lead paint removal); interior painting (no lead paint removal); concrete or synthetic parking bumpers; parking lot striping; landscaping pavers; repair asphalt paving; repair concrete paving; built-up roof repair (no structural); fiberglass roof shingle repair by replacement (no structural); standing seam metal roof repair (no structural); light duty shelving; concrete sidewalk; exterior vinyl siding; architectural signage; clearing and grubbing site preparation (<1 acre); roof skylight; solar lighting; wood exterior stair replacement; roof ventilator replacement; interior wall wainscot; ceramic tile wall; vinyl base wall; vinyl covering wall; film tint windows; window replacement (non-load bearing); storm windows.

1.7 Place of Performance

The place of performance will be designated on each Task Order.

1.8 Proposal Preparation Costs

The costs for preparation of Task Order proposals shall be the responsibility of the Contractor and not directly reimbursable. The Contractor shall furnish all project management, planning, estimating, labor, transportation, mobilization, materials, equipment, tools, supervision, design if applicable, and all other associated costs necessary to fulfill the requirements of the Task Order.

1.9 Bondability

Task Orders awarded on the MACC, with the exception of the seed project which requires a bid bond, require a bid guarantee, performance and payment bonds. As approved by the Chief of Contracting Office, a letter of "bondability" will only be accepted when specifically addressed in each Task Order solicitation. The letter shall include a statement on the Surety's letterhead from the bonding agent that says: (1) the contractor has the bonding capacity for the subject Task Order, and (2) performance and payment bonds will be provided after Task Order award according to the requirements of the project. This letter does not require the offeror to incur cost.

1.10 Performance and Payment Bonds

Performance and Payment Bonds in the amount of 100% (unless otherwise stipulated on the individual Task Order) will be required for each Task Order and shall be submitted for approval to the Contracting Officer within 10 days (unless otherwise stipulated on the individual Task Order) of award of a Task Order. Commencement of construction is contingent upon approval of required bonds

1.11 Project Plans and Specifications

This solicitation includes documents for the seed project only. No design documents will be included in the basic MACCs. Each Task Order request for proposal will be issued with its own design documents specific to that project. More information on design/build projects is available at the WBDG website http://www.wbdg.org/ndbm.

1.12 Drawings

Any applicable drawings that accompany Task Orders will be considered to be a part of the scope of work.

1.13 Preaward Site Inspections

Upon receipt of the scope of work, including applicable drawings, and following a brief time period for reviewing the documents, the Contractor shall inspect the job site per the site visit instructions in each Task Order RFP. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of the Contracting Officer through the Task Order PPI process. The Contractor shall also notify the Contracting Officer upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.

1.14 Subcontracting Responsibilities

The contractor shall be responsible for the management and performance of all subcontracts. 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.

1.15 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.

1.16 Payments

Designated paying office will be determined at award of individual Task Orders under this contract. Invoicing procedures will be stated in each Task Order and percentage of performance payments will be processed through the designated Administrative Contracting Officer. Invoices shall be processed according to the guidance submitted within each Task Order placed under this contract. Specific invoicing instructions as required by DFARS 252.232-7006 Wide Area Workflow Payment Instructions will be provide in each Task Order implementing DFARS 252.232-7003 Electronic Submission of Payment Requests (March 2008) using Wide Area Work Flow (WAWF). To comply with the clause 252.232.7003, Electronic Submission of Payment Requests (March 2008), the contractor is required to register for WAWF at https://wawf.eb.mil/. WAWF training is available from the WAWF main web site, or directly at: http://www.wawftraining.com. WAWF questions should be directed to the WAWF helpdesk at 866-618-5988.

1.17 Project Kickoff Meeting

Prior to commencing work under a Task Order the Contractor shall meet with the Administrative Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

1.18 Partnering

Partnering is a structured process, as well as philosophy of doing business with Contractors and customers that recognizes common goals through communication and teamwork. It helps create an environment where trust and team work prevent disputes, foster good working relations to everyone's benefit, and facilitate the completion of a successful contract. In support of the command's goals of teamwork and customer satisfaction, our policy is to practice the philosophy of Partnering on every contract we administer. The level of partnering, formal or informal,

required for a particular project will depend on the dollar value of the project, technical complexity, and the nature of the scheduled completion date. The level of partnering required on a particular Task Order will be included in the specifications attached to the Task Order Request for Proposal.

SECTION 00802

CONTRACT ADMINISTRATION DATA

2 MANAGEMENT AND ADMINISTRATION

2.1 Identification of Procuring Contracting Officer

The Procuring Contracting Officer (PCO) is located at: NAVFAC NW, Public Works Department (PWD), T075 Skate Street, Silverdale, Washington 98315-1101. Overall administration of the basic contract will be the responsibility of this office. The PCO is responsible for the contract in its entirety and possesses complete authority to modify the terms of the basic contract to include contract interpretation, claims avoidance and resolution, negotiated change orders (as applied to the contract in its entirety), award of option periods, and direction authority. All correspondence for the basic contract shall be addressed to the NAVFAC NW, PWD PCO and shall include the contract number assigned.

2.2 Order Officials for Task Orders

Order Officials will be designated, in writing, to award individual Task Orders under the FEAD Roofing MACC. These individuals may include any Contracting Officer assigned to a NAVFAC NW located where the work is to be accomplished.

These individuals will be responsible for and possess the authority to act on behalf of the Government with respect to the specific Task Order. All post award/administrative correspondence shall be addressed to the Order Official for the specific Task Order to which it relates. Additionally, all correspondence and task orders/modifications, etc. shall include both Contract number and the Task Order number.

2.3 Annual Partnering Meeting

For every year of the contract, near the exercise of each option, the contractor shall schedule a partnering meeting at a time mutually agreeable to the parties. This meeting will be an opportunity for the government team and the contractor team to formally revisit the expectations of the partnership under this contract and ask any and all overarching contract questions as may be necessary to have a mutual understanding of the contents of this PWS and/or execution of the work therein. A list of desired topics and questions will be drafted by the contractor and submitted to the contracting officer fourteen (14) days prior to the scheduled meeting. Between the government and contractor teams, an agenda will be determined and set out at least three (3) working days before the scheduled meeting. Every possible member of the contract teams should be present at this meeting, including office and support staff. The contractor shall secure a space and furnish all appropriate supplies and materials to conduct the meeting unless otherwise agreed upon by the parties.

2.4 Minimum Insurance Requirements

The Contractor shall furnish 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 52.228-05. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance. This insurance must be maintained during the entire performance period of the basic contract.

2.5 Certificate of Insurance

The Certificate of Insurance shall provide for at least 30 calendar 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.

2.6 Minimum Insurance Amounts

The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

1) Comprehensive General Liability: $500,000 per occurrence
2) Automobile Liability: $200,000 per person, $500,000 per occurrence for bodily injury, $20,000 per occurrence for property damage.
3) Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease laws.
4) Employer's Liability Coverage: $100,000, except in States where workers compensation may not be written by private carriers.
5) Others as required by State law.
6) USL&H if required.

The above insurance coverage is to extend to Contractor personnel operating Government owned equipment and vehicles.

2.7 Davis Bacon Wage Determinations

The following Department of Labor Davis Bacon Wage Determinations are hereby incorporated and are applicable to the base year of performance. This list of wage determinations is based on the primary locations of work anticipated under this contract. Updated Wage Determinations shall be incorporated with the exercise of any option periods. The applicable wage determination shall be cited in each task order. If none of the listed wage determinations apply to a specific task order, the appropriate wage determination shall be issued with the Task Order RFP and incorporated into the Task Order.

Davis-Bacon Wage Determinations

STATE	COUNTY	CONSTRUCTION TYPE	WD#
Washington	Kitsap	Building	WA160037 2/19/16 WA37
Washington	Snohomish	Building	WA160041 1/8/16 WA41
Washington	Island	Building	WA160053 1/8/16 WA53
Washington	Jefferson	Building	WA160054 2/19/16 WA54

2.8 Management and Administration

The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, certified payroll generation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

2.9 Employee Requirements

The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required by each task order.

2.10 Employee Appearance

The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

2.11 Employee Conduct

Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

2.12 Removal of Employee

The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

2.13 Restrictions on the Use of Yellow Material within the Puget Sound Naval Shipyard & Intermediate Maintenance Facility (PSNS & IMF), Bremerton, WA.

Contractor shall refrain from use of yellow or orange-yellow materials for the following purposes: sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, banding of identification marks on tools, and boundary markers such as ribbons. Contractor-generated yellow waste materials, such as torn foul-weather gear, shall be disposed of by the Contractor off-yard. Shipyard dumpsters and trash cans shall not be used for disposal of Contractor-generated yellow-waste materials. Yellow-colored items, such as described above, are of specific significance within the shipyard, and are subject to strict controls.

2.14 Performance Evaluations

At the conclusion of each Task Order, the Administrative Contract Office will complete a Contractor's performance evaluation and input into CPARS. The evaluation will take into account all aspects of the Contractor's Performance. Performance evaluations may be completed at any time the Contactor's performance is considered less than satisfactory. Contractors will be provided the performance evaluation through the online CPARS system and an opportunity to comment on the evaluation. The performance evaluations may have an impact on the award of future Task Orders. Effective 1 November 2006, each contractor employee accessing CPARS will be required to present a valid DoD Public Key Infrastructure (PKI) certificate. For information regarding obtaining PKI certificates visit http://www.cpars.navy.mil/pki_info.htm. A list of approved External Certificate Authority (ECA) vendors is provided.

2.15 Registered Historic Buildings and Facilities

Naval buildings and facilities located at Naval Base Kitsap, Puget Sound Naval Shipyard & Intermediate Maintenance Facilities (PSNS& IMF), Trident Base Bangor, Naval Undersea Warfare Center Keyport (NUWC), Naval Magazine Indian Island, the Fuel Depot at Manchester, NASWI, NAVSTA Everett, Naval Radio Station at Jim Creek may possess buildings that are registered as a historic building. These buildings will be identified on the National Register of Historic Places on the official list of the Nation's historic places worthy of preservation in accordance with the National Historic Preservation Act of 1966. Projects identified having historic importance will adhere to the National Park Service's national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.

Historical Preservation may be necessary when roofing projects are performed on buildings and facilities designated as historical sites. All projects on historic sites shall be maintained in accordance with Federal, State, and local

historical policies and regulations. For additional information as to what structures are designated as historical, coordinate with Installation Environmental Office.

3 CONTRACTOR ACCESS AND USE OF PREMISES

3.1 Activity Regulations

The contractor shall ensure that contractor personnel employed on the Activity become familiar with and obey Activity regulations. The Pre-Construction Meetings will proactively include customers to address special requirements ahead of performance. The contractor personnel shall limit operations and physical proximity to the established work area and agreed upon access and egress avenues. All personnel shall wear hard hats and other required PPE as applicable in designated areas. No contractor personnel shall enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

3.2 No Smoking Policy

Smoking is prohibited within and outside of all buildings on installations under the cognizance of NAVFAC NW except in designated smoking areas. This applies to existing buildings under construction and buildings under renovation. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines.

3.3 Working Hours

The Government's regular working hours are an eight and one half hour period between the hours of 0700 and 1600 five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation will be stated in individual task orders. Work hours not specifically authorized in this basic contract or in a task order requires approval from the Contracting Officer. The Contractor shall submit a request to the Contracting Officer ten day in advance, or as defined in an individual task order, to allow arrangement for Government inspection of the work in progress.

3.4 Observed Federal Holidays

The Government observes the following holidays: New Year’s Day, Martin Luther King Junior’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, and Christmas Day. If the contractor chooses to pay these holidays, it is considered to be a bona fide benefit to the employee under the Construction Wage Rate Requirements Statute Act and shall be calculated toward satisfaction of mandated fringe benefit minimums stated in the wage determination. Observed holidays may also be found at www.opm.gov.

3.5 Work Outside Regular Hours

Work, not specifically identified in the Task Order RFP, which is outside regular working hours requires Contracting Officer approval. Make application ten (10) calendar days prior to such work to allow arrangements to be made by the Government for inspecting the work in progress. Provide the specific dates, hours, location, type of work to be performed, contract number and project title. Based on the justification provided, the Contracting Officer may approve work outside regular hours. During periods of darkness, the different parts of the work shall be lighted in a manner approved by the Contracting Officer. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance

3.6 Occupied Buildings

The Task Order RFP may require the Contractor to work in or around existing building(s), which are occupied. Entry into the building shall be in accordance with the approved schedule or accompanied by a government representative.

If entry outside the approved schedule is necessary, permission must be requested in advance so that building management may be notified. When required by the specific Task Order RFP, the existing buildings and their contents shall be kept secure at all times. The contractor shall provide temporary closures as required to maintain security as directed by the Contracting Officer. Provide dust covers or protective enclosures to protect existing work that remains and Government material located in existing facilities during the construction period.

3.7 Jobsite Lay-Down Area

Materials and equipment may be stored at the jobsite lay down area which must be approved in advance through submission of a Universal Outage Request. See Task Order Delivery Schedule in Section 00803 for timetable of submittal process. There will not be office space available at any location. All job site lay down areas are dependent upon Task Order size and location of the work. Ensure that no material is stacked within ten (10) feet of the Controlled Industrial Area (CIA) perimeter. Remove from the work site, or secure ladders or other such equipment that could be used to climb the CIA perimeter fence. Ensure that no vehicles are parked within ten (10) feet of the CIA perimeter.

3.8 Hazardous Areas

The contractor shall not enter into work areas where personnel are using protective equipment such as respirator and masks, areas marked for High Voltage Electricity, or marked boundary areas without prior approval from authority designated at Task Order level. Contractor personnel shall not, under any circumstances, enter a radiologically-controlled area, or cross any posted radiological boundary. This paragraph applies to all phases of contract work. Radiation areas are posted with signs consistent with OSHA requirements. Ensure that employees are familiar with the radiation signs and symbols. All personnel entering the shipyard for the first time are required to receive radiological indoctrination training. Should contract workers encounter radiological postings and/or boundaries that appear to limit their ability to access or carry out their intended work, they shall notify their contract administrator for resolution of the problem.

3.9 Security Requirements

Contract Clause "FAR 52.204-2, Security Requirements Alternate II" applies to all work under this contract. "FAC 5252.236-9301, Special Working Conditions and Entry to Work Area" may also apply, as may other special security requirements. These special security requirements shall be identified in the individual Task Order RFP.

Note 1: Any special or extraordinary security requirements which are unique to a specific project (for example, badging requirements for restricted areas) will be included in the requirements of the Task Order RFP as applicable.

Note 2: All ordinary security requirements shall be included in the established overhead rates on the contract. FPCON levels are well established and can vary throughout the year. The contractor is required to account for the various FPCON requirements in the calculation of overheads.

Certain work sites and/or site visits will be conducted in the secure locations throughout NBK. These locations include NBK Bangor Lower Base, NBK Indian Island, and NBK Bangor Waterfront Restricted Area (WRA). The BAVR system may be accessed at the following link: https://www.bavr.cnic.navy.mil. BAVR requests shall be submitted **at least five (5) working days** prior to the site visit or when access to a site is required.

BAVR requests shall provide the following into the fields specified:

1. Command You Are Visiting
2. Sponsor E-mail
3. Purpose of Visit

Once your BAVR request has been approved an e-mail will be generated confirming the approval. On the day of the site visit or performance of a Task Order begins, check in at Pass & ID with the appropriate citizenship

documentation: **Valid Passport or State Certified Birth Certification (the Birth Certificate shall be the original in good condition) AND one piece of valid photo ID. ESCORT WILL NOT BE PROVIDED BY THE GOVERNMENT.**

3.10 Physical Site Security

Ensure that no opening in the roof/walls/windows/fence of the building exists at the end of the workday, or exists where penetration is possible during non-working hours. If the building cannot be secured at the end of the workday, coordinate action with the Contracting Officer to notify the cognizant code to arrange for a security watch by their personnel.

3.11 Emergency Contacts

The prime contractor is required to furnish a list to the engineering technician and Contracting Officer of prime contractor and subcontractor personnel assigned to the Task Order, including addresses and telephone numbers for use in the event of an emergency at which he or his representative may be reached 24 hours daily. If the contractor does not have local telephones available, he shall maintain a toll-free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends, and holidays. The contractor shall notify the Contracting Officer in writing of the telephone number within three days after award of the task order and immediately thereafter in the event of change. This requirement does not relieve the prime contractor of the responsibility to contact their subcontractors in the event of an emergency.

3.12 Identification Badges and RAPIDGate

Costs associated with base access identification badges will be included in the contractor's proposed overhead rates. Report lost or stolen badges to the Contracting Officer and cognizant technical POC for the task order. All identification badges must be returned to Pass and Identification Office or accounted for to the applicable Pass and Identification Office upon expiration of the badge or contract, or termination of the employees, whichever comes first.

The government POC for Controlled Industrial Area badging is the cognizant technical POC . RAPIDGate badging is handled by kiosk at the Pass and Identification Office. Scott Skolnik scott.skolnik@navy.mil 360-396-0051 maybe contacted with questions about the RAPIDGate System
Commander Navy Region Northwest (CNIC, NW) is participating in the Navy Commercial Access Control System (NCACS) which involves the RAPIDGate Access Program for Contractor access to Northwest bases. RAPID Gate performs all background screening and credentialing. Enrollment and cost information may be obtained by contacting RAPID Gate at http://www.rapidgate.com/vendors/how-to-enroll, or calling 1-877-727-4342. Once the Contractor's enrollment has been authorized by the applicable Northwest bases, the Contractor's employees may register using convenient Registration Stations. All cost to enroll in this program is the responsibility of the Contractor and is available from the RAPID Gate contacts listed above. Participation in the RAPID Gate program is not mandatory but if the Contractor chooses not to participate in RAPID Gate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited time to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the RAPID Gate program.

The contractor shall, prior to the start of the contract, submit to the Contracting Officer an estimate of the number of personnel anticipated to be utilized at any one time on the contract. Each employee shall wear the badge over the front of the outer clothing. When an employee leaves the contractor's service the employee's pass and badge shall be returned immediately to the NBK security office.

a. Badges: Contractors working within Naval Base Kitsap, Bremerton are required to be authorized to work in the United States and must show proof of authorization prior to receiving a badge using Form I-9 and as directed by RAPIDGate. Return badges, passes and permits to the Pass and ID Office immediately upon termination of any

employee, expiration, completion of the contract or when no longer required. See Badging Request Form in Section 00804 for further information.

b. Vehicle Passes: Contractors will be allowed to bring vehicles into Naval Base Kitsap, Bremerton based upon the nature of their work as determined by the Contracting Officer in conjunction with the security officer. Each contractor, subcontractor and vendor vehicle will be registered with the Pass and ID Office, Building 981, and Naval Base Kitsap, Bremerton permits will be issued to each authorized vehicle by license plate number. Contractors must clearly display an authorized company sign or logo on their vehicle. The vehicle must be registered to the contractor. Part 3 identifies the applicable CIA site and/or lay down area admittance into the CIA must be submitted to PSNS Security via a CIA Vehicle Pass Request (PSNS & IMF 5530/25). Contractors should allow five (5) full working days for processing of the request. See Vehicle Pass Request in Section 00804 Attachments for further information.

CIA Vehicle passes will not be issued unless a DOD vehicle sticker has been obtained and proof of vehicle registration to the Contractor's company has been presented to Pass and ID. On those contractor vehicles meeting the following criteria will be allowed to enter the CIA with the Shipyard vehicle pass:

1. Vehicles must clearly display an authorized company sign or logo.

2. Vehicles must be company or commercial vehicles used to transport heavy equipment or material to the job site or to conduct required inspections and surveillance at the job site. Privately owned vehicles will not be used to transport employees to the job site and will not be allowed in the CIA. Upon approval of the CIA Vehicle Pass Request, the contractor will bring the vehicle's registration and insurance document, or a photocopy, to the Pass and ID Office where one of the two CIA Vehicle Permits will be issued:

i. A Laydown permit that authorizes the vehicle to be brought into the CIA and parked in the negotiated site/lay down area. Each Permit will include the company name, license plate number and expiration date.
ii. A Load/Unload permit that authorizes the vehicle to be brought in to the CIA and parked in the negotiated site/lay down area. Each Permit will include the company name, license plate number and expiration date.

Every vehicle entering the CIA will display the pass, visible at all times while in the CIA. Parking is limited to those areas that are specifically identified on the pass. If additional passes are required, present adequate justification to PSNS Security via the Contracting Officer. Vehicles are required to conform to Shipyard traffic regulations. The speed limit is 20 mph in the CIA. Outside the CIA, the speed limit is as posted or marked. No privately owned vehicles are allowed inside the CIA with the exceptions of handicap, CO/XO/CMC of ships.

Parking is prohibited on any piers and dry dock/waterfront areas. Do not park on or block the marked fire lanes or crane rail traveling zones (marked in yellow) at any time.

Vehicles may stop on the piers or dry dock/waterfront areas for 15 minutes for loading and unloading. An exception may be made for vehicles which are part of the equipment needed to do the required work and are attached or connected to the pier of a ship; for example, a truck which uses a mounted generator or vehicle with built-in equipment.

Vehicles are subject to search while entering, remaining in, or leaving the shipyard. Government material being transported out of the CIA shall be covered by a Property Pass (OP-7), issued and signed by the Security Officer. Material found without a Property Pass will be confiscated and a police officer offense report issued.

c. Photographs. Cameras are not allowed in Puget Sound Naval Shipyard Controlled Industrial Area, Bremerton and NBK Restricted Areas (take note that this includes cell phones that are able to take pictures or any other device that has photo taking capabilities). Unofficial photography is prohibited in Naval Base Kitsap Bremerton. All photo requests (official and unofficial) must be submitted to the Contracting Officers for approval. The Naval Base Kitsap, Bremerton photographer is available to accompany the contractor for the photograph of projects. The contractor sets up a business account with PSNS and schedules the shipyard photographer. The contracting representative can

provide further instruction on how to schedule the photographer. The resulting photographs shall undergo a security screening process before being released to the contractor.

d. Tape Recorders. Tape recorders are not allowed at Naval Base Kitsap, Bremerton unless prior written approval has been obtained from the Contracting Office.

e. Computers. Contractor may bring laptop computers into the CIA provided they are processed through the Visitor Center (Pass & ID) and receive a valid badge for personal entry. They must also complete an AIS SURVEY FORM. The completed form will be processed by the Contracting Officer and a copy supplied to the contractor upon approval.

• WILL NOT contain a network card and will not be connected to the Shipyard Local Area Network

• WILL NOT process or store Navy Nuclear Propulsion Information- NOFORN data nor will they be used in Controlled Nuclear Information Areas or Nuclear Work Areas.

• WILL NOT use a MODEM inside the shipyard. Systems operating in the Shipyard that are not in compliance with the policy will be confiscated.

f. Pursuant to the authority contained in 10 USC 6011and US Navy Regulations, Chapter 8, Article 0826, the following items are prohibited:

1. Personal photographic equipment of any kind, including but not limited to cameras (still and/or video), film and cellular telephones with cameras.
2. Weapons or other dangerous materials of any kind, including but not limited to firearms, ammunition, knives (with blades longer than 2 inches), explosives, incendiaries, personal defense aerosols/sprays.
3. Personal reproduction equipment of any kind, including but not limited to photocopying, copying, and/or recording devices.
4. Alcoholic beverages of any kind.
5. Personally owned portable electronic devices (PEDs) used for storing data, including, but not limited to removable storage devices (e.g. memory sticks, rewriteable CDs and DVDs, Zip and floppy disks).

3.13 Personally Owned Portable Electronic Device (PED) Functionality Matrix

PED Functionality/ Device Type Example Device PSNS & IMF Work Areas	
Any photographic or camera, Video Recorder	Prohibited
Image capturing capability camera cell phone, scanner	Prohibited
Single-function cell phone	Allowed
Multi-function cell phone	Allowed
Wireless transmitting WIFI, 802.xx Bluetooth (if capabilities turned off)	Allowed
RF receives pager, AM/FM Radio, Satellite Radio	Allowed
RF transmitter RF Radio Transceiver, Walkie Talkie	Approval Required.

3.14 Foreign Owned Controlled Company (FOCI)

Projects located at PSNS & IMF must adhere to NAVSEAINST 5510.2C, Foreign Owned Controlled Company (FOCI) requirements. In accordance with NAVSEA INST 5510.2C, Page 1-21, Para (2), Any contractor visits to US Navy Controlled Industrial Areas (CIA's) of US citizen employees of foreign commercial interests that require entry into Puget Sound Naval Shipyard (PSNS)/CIA for the performance of a valid contract, require authorized access by the Shipyard Commander or Shipyard Director of Security. Prior to authorizing contractor entry, the authorizing official must ensure adequate security measures are affected, as a minimum to ensure no access to classified information and NNPI. Addtionally the contractor employees of a foreign commercial interest must be under

constant escort when in the CIA. In each approved instance, written notification must be made to NAVSEA 08B and 09P." PSNS & IMF security officers make the determination of each contractor "foreign commercial interests" via form PSNS5531-1 (Section 00803).

4 UTILITIES AND OUTAGES

4.1 Service Interruptions/Utility Outages

If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer Representative twenty (20) days in advance to allow notification of affected tenants and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the Contracting Officer Representative as soon as practicable.
At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. (See Section 00803) Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

4.2 Utility Cutovers, Interruptions & Area Outage Requests

Permission to use space, interrupt any roads, railroads, and/or utility service shall be requested to the Base Area Outage Coordinator via the Engineering Technician in writing a minimum of twenty (20) working days prior to the desired date of interruption or space utilization (parking, lay down etc.) The contractor shall make every effort to conduct utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays.

Permission for parking (including hanging passes for company vehicles) and lay down areas shall require an approved Area Outage to be submitted via the Engineering Technician. Approved Area Outage must be posted onsite during entire construction period of performance.

The contractor shall conform to procedures in paragraph 3.5 "Work Outside Regular Hours", unless specifically stated otherwise in the Task Order RFP. Interruption to water, sanitary sewer, storm sewer, telephone service, electric service, air conditioning, heating, fire alarm, and compressed air, shall be considered utility cutovers pursuant to the paragraph entitled "Work Outside Regular Hours." Such interruption shall be further limited to 8 hours, unless otherwise specified. This time limit includes time for deactivation and reactivation.

4.3 Pre-Outage Coordination Meeting

The contractor shall apply for utility outages of proposed outage (See Paragraph 4.2). As a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer or Engineering Technician to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

4.4 Operation of Station Utilities

The Contractor shall not operate or disturb the setting of control devices in the station utilities system, including water, sewer, electrical, and steam services. The Government will operate the control devices as required for normal conduct of the work. The Contractor shall notify the Contracting Officer and government technical representative using the Area/Utility Outage Request process when such operation is required.

5 HEALTH AND SAFETY

5.1 Publications

The publications listed below form a part of this specification to the extent referenced. Use current version of referenced requirements at the time of contract solicitation. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
ANSI Z359.1, Safety Requirements for Personal Fall Arrest System, Subsystems and Components
ANSI A10.32, Fall Protection systems for Construction and Demolition Operations
ANSI A10.34, Protection of the Public on or Adjacent to Construction Sites ANSI Z9.2, Fundamentals Governing the Design and Operation of Local Exhaust Systems
ANSI Z88.2, Respiratory Protection
ANSI Z358.1, Emergency Eyewash and Shower Equipment
ASME INTERNATIONAL (ASME)
ASME B30.22, Articulating Boom Cranes ASME B30.3, Construction Tower Cranes ASME B30.5, Mobile and Locomotive Cranes
ASME B30.8, Floating Cranes and Floating Derricks
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
NFPA 241, Safeguarding Construction, Alteration, and Demolition Operations NFPA 51B, Fire Prevention During Welding, Cutting, and Other Hot Work NFPA 70, National Electrical Code
NFPA 70E, Electrical Safety in the Workplace
U.S. ARMY CORPS OF ENGINEERS (USACE)
EM 385-1-1 Safety -- Safety and Health Requirements (Most Current Version).
U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA) 29 CFR 1910 Occupational Safety and Health Standards
29 CFR 1910.146 Permit-required Confined Spaces
29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
29 CFR 1926 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

5.2 Safety Related Definitions

a. Certified Construction Health & Safety Technician (CHST). An individual who is currently certified as a CHST by the Board of Certified Safety Professionals.

b. Certified Industrial Hygienist (CIH). An individual who is currently certified as a CIH by the American Board of Industrial Hygiene.

c. Certified Safety Professional (CSP). An individual who is currently certified as a CSP by the Board of Certified Safety Professionals.

d. Certified Safety Trained Supervisor (STS). An individual who is currently certified as an STS by the Board of Certified Safety Professionals.

e. Competent Person. An OSHA certified person who is capable of identifying or predicting hazards or hazardous conditions and has the authority to take prompt corrective measures to eliminate them. The competent person assists writing the AHA and signs it if the phase of work requires a particular competent person (e.g., fall protection, excavation/trenching, scaffolding).

f. Competent Person for Fall Protection. A OSHA Certified person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

g. Qualified Person. One who, by possession of a recognized degree, certificate, or professional standing and have extensive knowledge, training, and experience and has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, work, or the project.

h. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

i. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

j. Operating Envelope. The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers and crane walkers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).

k. Qualified Person for Fall Protection. A person with a recognized degree or professional certificate, and with extensive knowledge, training and experience in the field of fall protection; who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.

5.3 Regulatory Requirements

In addition to the detailed requirements included in this contract, work performed shall comply with USACE EM 385-1-1, and the laws, ordinances, criteria, rules and regulations included in Attachment A. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

5.4 Site Safety & Health Officer (SSHO) Qualifications & Duties

Site Safety and Health Officer (SSHO) Qualifications & Duties: SSHO shall perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The assignment of the SSHO does not relieve the Contractor from the regulatory requirements governing safety responsibility. A SSHO or designated representative as identified in the APP/AHA and as deemed appropriate/equivalent to SSHO shall be on-site at all times when work is being performed. The site superintendent or the Task Order Manager meeting the qualifications described below may perform the duties of Task Order SSHO. The SSHO shall provide a resume documenting that the following requirements are satisfied in accordance with the deliverable posted in Section 00803 – Deliveries and Performance.

1) 30-hour OSHA construction safety class or equivalent within the last 5 years.
2) Competent person training as needed.
3) In addition to duties required in EM 385-1-1, perform the following:
3.a) Attend pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic progress meetings
3.b) Implement and enforce accepted APP s and AHAs.
3.c) Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
3.d) Ensure sub-contractor compliance with safety and health requirements. Failure to actively apply an acceptable safety program will result in dismissal and a project work stoppage that will remain in effect pending approval of a suitable replacement.

5.5 Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH)

Provide a Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH) at the work site to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor if required by specific Task Orders. When specifically required by a Task Order RFP, the costs for these CSP/CIH

personnel shall be identified as a line item on the cost proposal (direct cost). When required, the CSP and/or CIH shall be the safety and occupational health "competent person" as defined by USACE EM 385-1-1. The CSP and/or CIH shall have no other duties than safety and occupational health management, inspections, and/or industrial hygiene.

5.6 EM-385 APPLICABILITY

5.7 General Accident Prevention Plan

The contractor is required to submit a General Accident Prevention Plan. Requirements of this deliverable are posted in Section 00803– Deliveries and Performance. A project specific plan will be required for individual task orders. The Contractor shall use a qualified person to prepare the written site-specific General APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below.

1) The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. All safety requirements of this contract apply to all subcontractors employed by the prime contractor at all levels and shall be enforced by the prime contractor.
2) Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.
3) The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.
4) Submit the APP to the Contracting Officer fifteen (15) calendar days after contract award. Work cannot proceed without an accepted APP.
5) Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the basic contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Work stoppages of this nature shall not constitute a government caused delay and time extensions will not be granted. All task order specific APPs shall be in accordance with this General APP.
6) Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Revisions to the APP will be the responsibility of the contractor and shall be distributed to the Contracting Officer and government technical representative for review and acceptance.
7) Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within twenty-four (24_ hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34,) and the environment. Copies of the accepted plan will be maintained at the Contracting Officer's office and at each respective task order job site.
8) The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

5.8 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required to be included:

1) Names and qualifications: Resumes including education, training, experience and certifications of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSs,

CHSTs. The duties of each position shall be specified. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance

2) Qualifications of Competent and of Qualified Persons: Competent or Qualified person(s) qualifying skills statement(s) shall be kept at the project site available for Government Designated Authority review. The competent person(s) and qualified person(s) shall be designated in writing in the Site Specific Accident Prevention Plan (APP) for every task order. The qualifying factors for either designation shall be submitted for any of the following major construction activities prior to its occurrence: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical, and biological agents; personal protective equipment and clothing to include selection, use and maintenance. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance.

5.9 Task Order Specific Accident Prevention Plan

For each Task Order, prepare an APP in accordance with USACE EM 385-1-1, Appendix A, due seven (7) days prior to pre-con for review. "Minimum Basic Outline for Accident Prevention Plan" and as modified herein. The Task Order Specific APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written, and which are not addressed in the approved General APP. The APP shall interface with the Contractor's overall safety and health program.

5.10 Activity Hazard Analysis (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1 figure 1-6. Submit the AHA for review no earlier than six calendar weeks and no later than one calendar weeks prior to the start of each phase of work, as described under Section 00803 – Deliveries and Performance. Subsequent AHAs shall be prepared as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

5.11 Emergency Medical Treatment

Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.

5.12 Accident Notification and Reports

1) For recordable injuries and illnesses, and property damage accidents resulting in at least $20,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the Navy Contractor Significant Incident Report (CSIR) form. Requirements of this deliverable are posted in Section 00803– Deliveries and Performance. The Contracting Officer will provide copies of any required or special forms.

2) For any weight handling equipment accident (including rigging gear accidents), the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer and Engineering Technician. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

3) Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than $2,000, or any weight handling equipment accident. Include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (e.g., type of

construction equipment used, PPE used). Preserve the conditions and evidence on accident site until the Government investigation team arrives and Government investigation is conducted.

4) Monthly Work-Hour Reports: Monthly work-hour reporting to the Contracting Officer is required to be attached to the monthly billing request. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms at the contract Kick-Off meeting.

5.13 Hazard Protection and Prevention Program

Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Include company policy; identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

5.14 Fall Protection for Roofing Work

Implement all protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight- bearing capabilities for the projected loading.

1) A safety monitoring system is not adequate fall protection for low sloped roofs and is not authorized.
2) Work on steep-sloped roofs, including residential or housing type construction, requires a personal fall restraint or fall arrest system (in accordance with Code 106 standards), guardrails with toe-boards, or safety nets.

5.15 Fall Protection and Prevention (FP&P) Plan

The Contractor shall create a plan that is site specific for every task order and addresses all fall hazards in the work place during the different construction phases of work. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six (6) months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan and all associated AHAs shall be part of the Fall Hazard Protection and Prevention Program. Additional requirements of this deliverable are posted in Section 00803 – Deliveries and Performance

5.16 Weight Handling Equipment

1) Provide a Certificate of Compliance for each crane, on each task order, entering an activity under this contract (see Engineering Technician for a blank certificate). This Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. The Certificate of Compliance shall state that the crane operator(s) is qualified and trained in the operation of the crane to be used. Also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti- two block devices). Post these certifications on the crane.

2) Notify the Contracting Officer five (5) days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check. Prime Contractor Field Supervisor is responsible for performing the safety check.

3) Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.

4) Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.

5) Under no circumstance make a lift at or above 90% of the crane's rated capacity in any configuration.

6) When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

7) Use cribbing when performing lifts on outriggers.

8) Position the crane hook/block directly over the load. Side loading of the crane is prohibited.

9) Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall be available for review by Contracting Officer personnel.

10) Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

11) Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

12) Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations, set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. Include this maximum wind speed determination in the activity hazard analysis plan for that operation.

5.17 Crane Critical Plan

Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks.

Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance. The plan shall include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:

(1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).
(2) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.

5.18 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacitates of 50,000 pounds or greater, crane

operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Proof of Qualifications for Crane Operator(s) shall be provided for each crane event. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance.

5.19 Weight Handling Equipment (WHE) Accident

A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occur. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over).

5.20 Conduct of Electrical Work

Follow electrical safety criteria specified in USACE EM 385-1-1, and NFPA 70E during the conduct of all work. OSHA Approved Certification – The equipment installation and its component parts shall be in compliance with the applicable OSHA regulations in accordance with CFR Title 29, Chapter XVII, Part 1910 and installed in accordance with NEC/NFPA requirements. Approval shall be as specified under the “Approval” and “Acceptance” criteria in the OSHA regulations Subpart “O”, Machinery and Machine Guarding paragraph 1910.212 and Subpart “S” Electrical, paragraph 1910.303 and paragraph 1910.399. After equipment delivery and installation, and prior to testing, the contractor shall provide an OSHA Certification Report. Failure to provide this certification report will delay acceptance of the equipment, and could result in rejection for failure to comply with the terms of the contract. This report documents the results of all tests performed, provides an assessment of the equipment performance for compliance with the contract requirements, and forms a basis for recommending a safety certification. The report, test and evaluation shall be a composite of those inspection requirements specified in the contract. The report shall be prepared in an orderly manner to clearly and accurately set forth the collected data and conclusion resulting from these inspection requirements, opinions and subjective conclusions shall be clearly identified. The report shall include, but is not limited to, the following:

a. List of all tests performed and by whom witnessed. List of data used for evaluation.
b. Tabulation of all discrepancies related to specification performance requirements. Description of limitations revealed by data utilized.
c. Actions taken to mitigate each discrepancy and limitation. Recommendations for subsequent actions.
d. Summary conclusions.
e. Manufacturer Certification that equipment has been manufactured and installed to OSHA CFR 1910.399 (per definition of “acceptable”).

5.21 Hot Work

Prior to performing "Hot Work" (e.g., welding, cutting) or operating other flame-producing/ spark-producing devices, request a written permit from the Fire Marshall through the Engineering Technician. This request must be made within 14 days of performing Hot Work. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. It is mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site as required after completion of the task or as specified on the hot work permit. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance

5.22 Work in Confined Spaces

In addition to the requirements of Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6), comply with the following paragraphs. Any potential for a hazard in the confined space requires a permit system to be used.

1) Confined Space Signage: Provide permanent signs integral to or securely attached to access covers for permit-required confined spaces provided by this contract. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER-" in bold letters a minimum of 25 mm (one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m (5 feet).

2) Entry Procedures: Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385- 1-1 for entry procedures.) Review all hazards pertaining to the space with each employee during AHA process.

3) Forced air ventilation is required for all confined space entry operations. Maintain minimum air exchange requirements to ensure exposure to any hazardous atmosphere is kept below its' action level.

5.23 Confined Space Entry Plan

Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.) Requirements of this deliverable are posted in Section 00803– Deliveries and Performance

5.24 Competent Person for Confined Space Entry

Provide a competent person for confined space meeting the definition and requirements of Section 6 of EM 385-1-1 when confined space are identified in the Task Order Request For Proposal. Should the work involve marine operations that handle combustible or hazardous materials, this person shall be a NFPA certified marine chemist. This is a unique Task Order Requirement that shall be addressed separately and is not to be included in the contractor’s overhead rates.

5.25 Quality Control

The Quality Control (QC) organization for each Task Order shall include a QC Manager and QC Specialists when specified in the Task Order RFP. Costs for the QC Manager shall be included in the Contractor’s overhead rates. Costs for the QC Specialists required by a specific Task Order shall be attributed to that Task Order as a direct labor cost and are not covered by the overhead rates.
The Contractor shall establish and maintain an inspection system in accordance with the FAR Clause 52.246-12, INSPECTION OF CONSTRUCTION, to ensure that the work performed conforms to the contract requirements. Submit a General Contract Quality Control plan for Government review and acceptance. The Contractor shall be responsible for all quality control and all inspections and tests that are required. Obtain approvals, except those required for field installations, field applications, and post-field tests, prior to delivery of materials and equipment to the project site. Unless otherwise specified, arrange for factory tests and inspections when they are required. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. Also, the Contractor shall be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings, specifications, and product manufacturers' instructions.

The Contractor's QC Specialist should read the handout, "Contractor's Guide to Environmental Compliance" (See Section 00804) and sign the cover page. Provide a copy of the "Contractor's Guide to Environmental Compliance" to all employees.

Note: Please remind contractors that there are to be no vehicles driving in the Controlled Industrial Area (CIA) during the period of time between the 1602-1609 whistles. The Contractor shall maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The General Contract QC plan shall be submitted in a 3-ring binder with one electronic copy that covers the overarching QC procedures that are instituted for all Task Orders under this contract. The QC plan shall include the following: QC Manager Responsibilities:

1) Participate in the Post Award Kick-off, Partnering, Coordination Meetings and Production Meetings.
2) Ensure that no construction begins before required submittals are approved. Submit Material SafetyData Sheets (MSDS) as applicable. Immediately stop any work that does not comply with the Task Order scope of work, and direct the removal and replacement of any defective work.
3) Prepare QC Reports.
4) Hold biweekly QC meetings with Superintendent and Government team; participation shall be suitable for the phase of work.
5) Ensure that safety inspections are performed.
6) Maintain testing plan and log (if required by Task Order). Ensure that all testing is performed per contract.
7) Maintain deficiency log on site, noting dates deficiency identified, and date corrected.
8) Certify and sign statement on each invoice that all work to be paid under the invoice has been completed in accordance with contract requirements.
9) Perform Punch-out and Pre-final inspections, and participate in Final Inspections. Establish list of deficiencies; correct prior to the Final inspection.

10) Ensure that all required keys, operation and maintenance manuals, and warranty certificates are submitted to the Contracting Officer.

The QC Manager must possess a current certificate showing successful completion of the NAVFAC Contractor Quality Management (CQM) Training.

Contractor Daily Quality Control Report: Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance. Contractor Quality Control Reports are to be prepared, signed and dated by the Project QC Manager and shall contain the following information:

1) Date of report, report number, contract number
2) Identify by Task Order number and project title where Preparatory Phase work was performed today.
3) Identify by Task Order number and project title where Initial Phase work was performed today.
4) Results of the Follow-up Phase inspections held today.
5) Include a "Remarks" section in this report which will contain pertinent information including direction received, quality control problem areas, deviations from the QC plan, construction deficiencies encountered, QC meetings held, and corrective action taken by the Contractor.
6) Contractor Quality Control Report certification, signature and date.

5.26 Environment Protection

For additional information see handouts Contractor's guide to Environmental Compliance and Contractor's Guide to Hazardous Waste. Copies will be distributed at the Kick-Off meeting and the contractor may contact the contracting officer or engineering technician for electronic copies.

5.27 Hazardous Material Use

Each hazardous material must receive approval from Code 106.31 by submitting a Contractor Hazardous Material Inventory (CHMI) form to the Engineering Technician prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of twenty (20) working days for processing of the request for use of a hazardous material. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance.

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocynates, or lead- based paint are prohibited. The Contracting Officer, upon written request may consider exceptions to the use of any of the above excluded materials.

5.28 Encountered Hazardous Material

The Request for Proposal should have identified materials such as PCB, lead paint, and friable and non-friable asbestos in an encountered waste summary (EWS). If material, not indicated in the EWS, which may pose a human health issue upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within fourteen (14) calendar days the Government will issue formal direction. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue formal direction. Resolution may include modification pursuant to FAR 52.243-4, Changes, and FAR 52.236-2, Differing Site Conditions.

5.29 Encountered Waste Summary (EWS)

The Request for Proposal for individual Task Order will identify regulated materials such as PCBs, lead paint, and friable and non-friable asbestos that may generate a waste stream in the project area. The individual Task Order shall provide the necessary technical, engineering, testing, handling, control, and disposal requirements and it shall be the Contractor's responsibility to comply with the specified requirements.

5.30 Waste Identification Sheet (WIS)

After award of the task order, the contractor shall submit to the engineering technician, a Waste Information Sheet (WIS) for designation by Code 106, of each identified waste stream. A WIS may be required for more than just those waste streams included on the EWS, depending on what hazardous material is being brought onto the site by the contractor. If a waste stream is identified which does not appear on the EWS, the contractor shall submit a Pre-Proposal Inquiry (PPI) or Request For Information (RFI) to the engineering technician immediately for proper waste designation by code 106. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance.

5.31 Unforeseen Hazardous Conditions

If unforeseen hazardous materials or conditions at risk of disturbance by actions required by the scope of an individual task order, are discovered during the course of accomplishment, the contractor shall stop that portion of work and notify the Contracting Officer immediately. Within fourteen (14) calendar days the Government will determine if the material is hazardous. If the material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4, Changes, and FAR 52.236-2, Differing Site Conditions.

5.32 Hazardous Material Management

Prior to initiating construction under a Task Order the contractor will submit an inventory of hazardous materials to be used at the work site for approval by the Navy. The contractor shall submit this requirement using the "Contractor Hazardous Material Inventory Log" using the format in Section 00804 In accordance with state and federal regulations and base instructions, the inventory shall include information identifying the material, manufacturer, Material Safety Data Sheets (MSDSs), and information on material storage requirements and usage. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance.

5.33 Construction /Demolition Waste Management - General Waste Management Plan (WMP)

The contractor is required to implement a general waste management program for recycling non- hazardous construction and demolition waste material for the contract. The WMP shall be submitted to the Contracting Officer for review and acceptance within fourteen (14) days after award of the basic contract. The intent of the WMP is to reduce the amount of waste requiring landfill disposal and promote more efficient use of construction materials. Any project specific requirements shall be included in the task order and reference the general waste management plan. Government policy is to apply sound environmental principles in construction and use of facilities. FAR part 23 clauses in this contract have been included as applicable and should be reviewed by the contractor in detail. As part of the implementation of that policy the Contractor shall: (1) use recovered materials as applicable in accordance with FAR part 23, (2) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to the Contractor. Firms and facilities used for recycling,

reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations.

5.35 Task Order Waste Management Plan

A Task Order specific waste management plan may be a required when identified in the scope of work. Requirements of this deliverable are posted in Section 00803 – Deliveries and Performance. The plan shall include the following:

1) Name of individuals on the Contractor's staff responsible for waste prevention and management.

2) Actions that will be taken to reduce solid waste generation.

3) Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.

4) Characterization, including estimated types and quantities, of the waste to be generated.

5) Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.

6) Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.

7) List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified.

8) Identification of materials that cannot be recycled/reused with an explanation or justification.

9) Anticipated net cost savings determined by subtracting Contractor program management costs and the cost of disposal from the revenue generated by sale of the materials and the incineration and/or landfill cost avoidance.

5.36 Generated Waste

Records shall be maintained to document the quantity of waste generated using the solid waste tracking sheet (SWTS) (Section 00804)and monthly solid waste summary report(Section 00804) the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed of by landfill or incineration. The records shall be submitted by the 5th of each month, and made available to the Contracting Officer upon request.

5.37 Waste/ Recycling Containment

The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials.
Except as otherwise specified, disposal shall be in accordance with the following:

1) Reuse: First consideration shall be given to salvage for reuse since little or no re- processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in any Task Order.

2) Recycle. Waste materials that are not suitable for reuse but having value as being recyclable, shall be made available for recycling whenever economically feasible.

3) Waste: Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator in accordance with state and federal regulations and base instructions.

5.38 Air Pollution Control

Work under a specific Task Order may require the Contractor to obtain a permit or submit notices to the local Air Agency. Submit permit application via the Contracting Officer prior to the start of work covered by the permit.

Section 00803

TASK ORDER ISSUANCE PROCEDURES

6 IDENTIFICATION OF WORK AND TASK ORDER ADMINISTRATION

6.1 Scope of Work Performed Under the FEAD Roofing MACC

The FEAD Roofing MACC is a competitive contracting tool used for roofing construction projects utilizing the Design Bid Build (DBB) method where formal plans/designs and specifications are provided to offerors or repairs

such as emergent needs require little or no engineering. The only work performed under this MACC shall be limited to roofing construction, repair, and alteration that is generally not technically complex.

6.2 Request for Proposal

Roofing Task Order requirements will be competed amongst the successful MACC contract holders and awarded on a lump sum price basis (Price Only). Extensive and laborious technical evaluation and cost analysis will be unnecessary due to the contract holders possessing technical acceptance and positive past performance established under the base contract awards.

Each contract holder will be provided a fair opportunity to be considered for each order issued under this MACC, all orders shall be placed on a competitive basis unless supported by a written determination that describes the circumstances in which fair opportunity cannot be provided in accordance with FAR 16.505(b)(1)(i). The Contracting Officer reserves the right to make award of a Task Order without competition based upon:

One of the circumstances described below:
a) The agency need for the supplies or services are so urgent that providing a fair opportunity would result in unacceptable delays;

b) 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;

c) The order must be issued on a sole-source basis in the interest of economy and efficiency as 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; or

d) It is necessary to place an order to satisfy a minimum guarantee; or

e) A statute expressly authorizes or requires that the purchase be made from a specific source.
Upon establishment of the scope of work, the Contracting Officer will issue a "Request for Proposal" (RFP) from which the Contractor shall prepare a proposal for accomplishment of the task. The RFP may include edited Unified Guide Specifications, additional station specific requirements, and any inspection criteria, environmental criteria, submittals, etc. that supplements or supersedes the requirements provided and referenced in the basic contract. For new Task Order requirements the Contracting Officer shall issue RFPs to include the Task Announcement letter. (Example provided in Section 00804). The Government's Request for Task Order work will address the following (as applicable):

- Description of work
- Sketches, specifications, and/or as-built drawings
- Local environmental and usage permit requirements.
- Special considerations
- Meeting and submittal schedule requirements
- Technical and contractual Points of Contact (POC)
- The completion deadline/Period Of Performance (POP)

Contract awardees are required to submit a proposal for all Task Order Requests for Proposal (RFP) received from the Government. However, in the event a MACC awardee is unable to submit a proposal on a particular RFP, the contractor is required to notify, in writing, the Contracting Officer who issued the RFP and the PCO for the basic contract within five (5) working days from receipt of the RFP. Note: A MACC awardee can only elect to withdraw from submitting a proposal on two (2) task order RFPs during the course of each year of the contract (base plus four options). Additional withdrawal requests, in excess of two per year, may result in the Government choosing not to exercise remaining option terms. Additional withdrawal requests in excess of two (2) per annum also automatically forfeits the contractor's rights to minimum guarantee.

6.3 Site Visit / Job Walk

Upon receipt of the RFP, The Government may schedule a site visit/job walk with the Contracting Officer and government technical representative to participate in a pre-proposal meeting. The pre-proposal meeting and site visit will normally be scheduled within (7) work days from the issuance date of a RFP(unless otherwise stipulated on the individual Task Order).

6.4 Proposal Preparation

The Contractor's Proposal (CP) shall be presented to the Government in accordance with Section 7 "Task Order Pricing" of the MACC. The CP will be provided to the Government in response to an issued RFP as a NAVFAC 4330. Award of Task Orders will be based on the lowest received lump sum price. Modification proposals shall be priced using the same pricing methodology provided in Section 7 to include NAVFAC 4330 (Section 00804) with an accompanying narrative explaining the contractor's rationale if pricing methodologies #2 was utilized in the development of the modification proposal. Additional supporting documentation may include: Contractor prepared drawings/sketches, catalog cuts, preliminary schedule indicating mobilization, submittals, material lead times, performance, phasing, etc., as request in the RFP. The Government may duplicate, use, and disclose in any manner and for any purpose such documentation delivered under this contract.

The costs for preparation of Task Order proposals 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, design if applicable, and all other associated costs necessary to fulfill the requirements of the Task Order.

Time allowed for preparation of Contractor's proposal would depend on the complexity and urgency of the Task Order. Generally, time for submittal of the Contractor's proposal will be an average of ten (10) working days however subject to the individual RFP. In emergency situations, the Government may require quicker response from the Contractor and the proposal due date will be indicated on the Request For Proposal or as otherwise agreed upon by the Contracting Officer and the Contractor.

6.5 Review of Contractor Proposal

Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness and reasonableness.

6.6 Pre-Award Timeline:

Site Visit / Job Walk: As stated in the RFP Task Announcement.

Proposal: Generally ten (10) working days after RFP issuance(unless otherwise stipulated on the individual Task Order RFP Task Announcement).

Negotiations: Initiated by Contracting Officer, if necessary, after review of proposal to determine fair and reasonable pricing. At no other time may any party engage in price negotiations. Negotiations are to be conducted solely between the Contracting Officer and the Contractor.

6.7 Issuance / Notification of Task Order Award

A Task Order is a document (DD Form 1155) prepared by the Contracting Officer that is issued to the Contractor. Task Orders will be issued as necessary and may be modified with the Standard Form (SF) 30. Task Orders will be Firm Fixed Priced with specific completion dates and shall clearly define the specific services to be performed or the performance desired. Each Task Order may include additional requirements beyond those already included or referenced in the basic contract. In the event that the Government and Contractor fail to agree (in whole or in part),

on the MEANS line item quantities, or non- pre-priced items, the Government may issue a Firm Fixed Price Task Order with the Contractor proceeding with the work and seeking resolution, in accordance with the FAR 52.233-1 "DISPUTES" (JUL 2002), ALTERNATE I (DEC 1991) Clause in Section 00700.

Once the Contracting Officer has selected a successful offeror for Task Order award a written notification shall be sent to both the successful and unsuccessful MACC contract holders that provided a proposal in response to the Government's RFP. The notification shall include the name of the contractor, contractor's address and the awarded price. This notification is a courtesy to the MACC offerors and not intended to be a pre/post award debrief. The debrief of unsuccessful offerors shall be in accordance with FAR 15.506.

A copy of the award notice and Task Order shall be provided to the FEAD Roofing MACC Contracting Officer to monitor the number of Task Orders being awarded under the MACC, the successfulness of each offeror, as well as the tracking of the available capacity under the MACC for future awards. The Maximum order limitation of $82 Million may not be exceeded by the ordering activity.

6.8 Work Restrictions

The specific Task Order RFP shall identify any project work restrictions, which differ from the restrictions described in the contract. The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the Contracting Officer in writing of any difficulty in scheduling work due to Government controls.

Section 00803 (cont.)

TASK ORDER ISSUANCE PROCEDURES

7 TASK ORDER PRICING

Proposals in the base and option years will be priced using one of two methodologies: 1) Projects using R.S. Means, in which all items are pre-priced using the R.S. Means Data Costing Workbook, 2) Projects using non-pre-priced items (i.e. three competitive sub-contractor quotes or self-performed work).

1. Task orders using pricing methodology #1 utilize R.S. Means Cost Data Books and the applicable R.S. Means City Cost Index thus establishing the task order price as fair and reasonable during the base and option years.

2. Task orders using pricing methodology #2 require that the contractor make every effort to obtain a minimum of three (3) quotes from qualified subcontractors. In addition, an Independent Government Estimate (IGE) and historical pricing may be utilized to assist in determining a fair and reasonable price for non-prepriced task orders in the base and option years.

Issuance of Task Order requirements under the FEAD Roofing MACC will utilize R.S. MEANS for development of the Government estimate and the contractor's pricing whenever practicable. The Contractor will submit a lump sum price proposal supported by the NAVFAC 4330 using either Pre-Priced Work alone, or a combination of pre-priced and non-pre-priced items, dependent upon the description of the work to be performed. Any Request for Proposal (RFP) or proposal that contradicts the pricing methodology instructed in the ordering procedures of the FEAD Roofing MACC may not be executed/accepted by the Government.

The Contracting Officer may require the offeror to submit a narrative explaining the rationale utilized in determining a proposed price when the contractor's proposal utilizes methodology #2. Non-pre-priced methods will reflect similar format to RS Means pricing and will be negotiated between the government and contractor to obtain fair and reasonable pricing for the government's minimum need. Refer to Paragraph 7.2 for Pre-Priced Methods and 7.3 for Non-Prepriced Methods.

Price reasonableness will be determined by comparing competitive lump sum price proposals received in response to the RFP and the independent government estimate. Other analysis techniques provided in 15.404-1 may be utilized should additional price analysis be required to determine offerors' proposed pricing fair and reasonable.

7.1 Task Order Modification Pricing

Proposals for modifications shall be priced using the pricing methodology in Paragraph 7. All modification proposals shall include NAVFAC 4330 (Section 00804) with an accompanying narrative explaining the pricing approach utilized if methodologies #2 was used in the development of the offeror's modification proposal. In the event that a deductive modification is negotiated, the basis for pricing shall be the same as submitted under the Task Order proposal for the work.

7.2 PRE-PRICED ITEMS

Items/prices identified in R.S. MEANS Cost Data Books are referred to as "PREPRICED ITEMS". When the contractor is submitting a proposal using R.S. Means, items shall be identical to or a reasonable equivalent to those found within the R.S. Means Cost Data Books. Pricing will be determined by using R.S. MEANS Cost Data Books, and the applicable R.S. Means City Cost Index. The Contractor shall break down the work into individual work items, selecting the applicable Bare Cost Unit Pricing for material, labor, and equipment from R.S. MEANS Cost Data Books. The total price is calculated by first multiplying the R.S. MEANS Bare cost total to the applicable Weighted Average column of the applicable City Cost Index. The pricing is calculated by obtaining the R.S. Means total Bare Cost unit price total for 983 zip codes, then adding the applicable material sale/use taxes to the material and equipment totals. The contractor shall provide Bare pricing by tasks loaded onto the back sheets of the NAVFAC 4330 and all profit, overhead or applicable rates will be added on the front sheet summary.

7.3 NON-PREPRICED ITEMS

Non-Prepriced items are defined as construction materials, services, and work which are not listed by R.S. Means or CostWorks Database. Non-Prepriced items are subjected to the procedures described in the paragraphs below. When required for Non-Prepriced items, the contractor or subcontractor shall provide a price breakdown using the format and content of back sheets of the NAVFAC 4330.

7.4 Requirement for Competition of NON-PREPRICED ITEMS

For Non-Prepriced items, the contractor shall perform market research and obtain competitive quotes for any work that cannot be performed by the prime contractor. If the Government is not satisfied with the prime contractors' proposed pricing and/or methodology for accomplishment of the scope competition of Non-Prepriced items shall be required. In the event that the Contracting Officer requires additional competition of Non-Prepriced items the contractor shall submit a detailed quote abstract reflecting the quotes received and analysis performed to determine the winning offeror including a copy of the lowest offer when required by the Contracting Officer. The Contractor shall maintain complete supporting documentation (including responsibility and responsiveness checks) necessary to provide a complete and accurate audit trail of all actions in accordance with FAR 15.404-3 for the Contracting Officer's review. Upon receipt and review of the abstract by the Contracting Officer, a coordination meeting may be initiated with the contractor to resolve any discrepancies. The negotiated price for each work item shall include the accepted bare costs for material, labor, and equipment multiplied by the quantity or required labor hours for each task. Reasonable subcontractor overhead and profit rates are allowable markups when applicable. Prime mark-up will be at the negotiated Home Office and Field Office Overhead rates with a profit determined using the worksheet in the NAVFAC 4330.

7.5 Information Related to the Change Order Markup Rates

The Change Order markup rates established in the base award will become part of the successful Offeror's resultant contract and will be applied to the direct price of any Task Order or contract modification. Any modification

exceeding $700,000.00 overhead rates will be negotiated in accordance with FAR Part 15, DFAR Part 215, and any other applicable Federal Regulations.

The change order markup cost elements will be used as the markups for both additive and deductive modifications for both the prime and subcontractors.

Field Overhead will be evaluated as a percent mark-up and not a direct cost to the change proposal.
Field overhead costs cover indirect costs incurred in this project that are chargeable only to this contract and include costs incurred at the job site incident to the performance of work, including but not limited to the cost of engineering, job site supervision, engineer, secretaries, tool shed keeper, temporary office supplies, protection, barricades (rented), haul roads, clean-up, progress reports, equipment, superintendent's truck, truck for clean-up, and fringe benefits for supervisory and administrative personnel.

Section 00803 (Cont.)

CONTRACT DELIVERABLES

8 BASIC CONTRACT / TASK ORDER DELIVERABLE CHARTS

8.1 Basic Contract (MACC) Deliverables

BASIC CONTRACT DELIVERABLES				
Spec Item	**Deliverable Title**	**Method of Delivery**	**Submit To**	**Due Date**
2.8	POST AWARD KICK-OFF MEETING	IN PERSON		WITHIN 30 DAYS AFTER AWARD OF CONTRACT
2.9	ANNUAL PARTNERING MEETING	IN PERSON		ANNUALLY, WITHIN 30 DAYS AFTER THE OPTION YEAR IS EXERCISED
2.15	CERTIFICATE OF INSURANCE	ELECTRONIC	CONTRACTING OFFICER	10 DAYS AFTER AWARD
2.19	ORGANIZATION CHART	ELECTRONIC	CONTRACTING OFFICER	INCLUDED IN THE BASIC CONTRACT PROPOSAL IAW RFP.
2.19	LIST OF KEY PERSONNEL	ELECTRONIC	CONTRACTING OFFICER / COR	10 DAYS AFTER AWARD

2.19	KEY PERSONNEL QUALIFICATIONS	ELECTRONIC	CONTRACTING OFFICER / COR	10 DAYS AFTER AWARD
6.19	BI-WEEKLY PRODUCTION PLAN	IN PERSON		FIRST MEETING CONDUCTED SECOND WEEK AFTER KICK-OFF MEETING / BI-WEEKLY
5.7	GENERAL ACCIDENT PREVENTION PLAN	ELECTRONIC	CONTRACTING OFFICER / COR	14 DAYS AFTER AWARD
5.4	SSH QUALIFICATIONS	ELECTRONIC	CONTRACTING OFFICER / COR	14 DAYS AFTER AWARD
5.25	QUALIFICATIONS OF COMPETENT / QUALIFIED PERSON	ELECTRONIC	CONTRACTING OFFICER / COR	14 DAYS AFTER AWARD
5.24	CONFINED SPACE ENTRY PLAN	ELECTRONIC	CONTRACTING OFFICER / COR	14 DAYS AFTER AWARD
5.26	GENERAL CONTRACT QUALITY CONTROL PLAN	ELECTRONIC	CONTRACTING OFFICER / COR	14 DAYS AFTER AWARD
5.26	QC INSPECTION FILE	ELECTRONIC AND HAND DELIVERED IN 3 RING BINDER	COR	MONTHLY WITH INVOICE

8.2 Task Order Deliverables

Task Order Submittals and Deliverables				
Spec Item	**Deliverable Title**	**Method of Delivery**	**Submit To**	**Due Date**
6.11	Construction Schedule / Schedule of Values (SOV)	MS Project- electronic	Contracting Officer and COR	7 calendar days after award
6.17	**Pre-construction Meeting**	**IN PERSON**	**Contractor will send calendar request to COR and Contracting Officer**	**10 working days after award**
6.22	Construction Wage Rate Requirements Statute Weekly Payroll Report	electronic with hard copy to follow	COR and Payroll POC designated in each TO	weekly upon start of work
6.22	Construction Wage Rate Requirements Statute Act subcontractor reporting SF 1413	electronic with hard copy to follow	COR and Payroll POC designated in each TO	prior to start of work on each TO
3.7	Universal Outage Request	electronic	COR	20 working days prior to proposed outage date
5.9	Task Order Specific Accident Prevention Plan	electronic	Contracting Officer and COR	7 calendar days after award- ***must be included as a milestone on schedule***
5.20	Weight Handling Equipment (WHE) Accident Report	electronic	COR & Contracting Officer	immediately following any weight handling equipment accident (including rigging accidents)

5.19	Crane Operator's Qualifications, Crane Certifications, Critical Lift Plan; as required	electronic	COR	as applicable, 5 days prior to every scheduled evolution and with every subsequent crane lift plan in accordance with EM385-1-1 para 16.C.18
5.22	Hot Work permit from Fire Division	hard copy available at the fire station- available on-site for government review/inspection	COR	14 working days
5.25	Qualifications of Competent and/or Qualified Persons	electronic	COR	7 calendar days after award
5.10	Activity Hazard Analysis per EM385	electronic	Contracting Officer and COR	7 calendar days prior to each phase, ***must be included as a milestone on schedule***

Task Order Submittals and Deliverables Continued				
5.13	Navy Contractor Significant Incident Report (CSIR)	electronic	COR & Contracting Officer	immediately following any recordable injuries and illnesses and property damage accidents resulting in at least $20,000 in damages
5.13	Recordable Injuries or Illnesses or High Visibility Accidents, WHE Accident or property damage equal to or greater than $2,000.	phone call	COR & Contracting Officer	as soon as practical, but not later than 4 hours after the incident
5.13	Monthly work-hour reports (for ESAMS)	electronic with invoice	Contracting Officer and COR	monthly and/or with the invoice
5.16	Fall Protection and Prevention (FP&P) Plan (per EM385)	electronic	Contracting Officer and COR	7 calendar days after award
5.26	Daily QC/production Report	electronic	COR	every day after task order award
5.26	Task Order Specific Construction Quality Control Plan	electronic	Contracting Officer and COR	7 calendar days after award
5.31	Waste informaiton sheet (WIS)	electronic	COR	8 working days after task order award or 21 calendar days before waste generation if a change to the waste management plan is necessary
5.28	Contractor Hazardous Material Inventory (CHMI)	electronic	COR	Prior to the pre-con
5.35	Task Order Waste Management Plan	electronic, IF REQUIRED	COR	15 calendar days after task order award, prior to initiating any site preparation work.
5.36	Solid Waste Tracking Sheet	electronicly	COR	as required, after disposal; added monthly to CMPWSR
5.36	Contractors Monthly Project Waste Summary Report (CMPWSR)	electronicly	COR	monthly on the 5th

SECTION 00804 ATTACHMENTS

SECTION 00804

RFP ATTACHMENTS

ATTACHMENT A. PRE-PROPOSAL INQUIRY

ATTACHMENT B. CHANGE ORDER MARK UP RATES WORKSHEET

ATTACHMENT C. EXAMPLE NAVFAC FORM 4330/43 (8/88)

ATTACHMENT D. BLANK NAVFAC FORM 4330/43 (8/88)

ATTACHMENT E. CONSTRUCTION EXPERIENCE PROJECT DATA SHEET

ATTACHMENT F. NAVFAC PAST PERFORMANCE QUESTIONAIRE

ATTACHMENT G. SAFETY PAST PERFORMANCE WORKSHEET

ATTACHMENT H. BOND STANDARD FORMS SF-24, SF-25, SF-25A AND SF-28

ATTACHMENT I. UNIVERSAL OUTAGE REQUEST FORM

ATTACHMENT J. CONTRACT SIGNIFICANT INJURY REPORT (CSIR)

ATTACHMENT K. VISTOR BADGE REQUEST

ATTACHMENT L. VECHILE PASS REQUEST

ATTACHMENT M. FOIC REQUEST

ATTACHMENT N. WEIGHT HANDLING EQUIPMENT ACCIDENT REPORT

ATTACHMENT O. CONTRACTOR HAZARDOUS MATERIAL INVENTORY

ATTACHMENT P. WASTE INFORMATION SHEET

ATTACHMENT Q. CONTRACTOR’S SOLID WASTE TRACKING SHEET

ATTACHMENT R. CONTRACTOR’S MONTHLY PROJECT WASTER SUMMARY REPORT (CMPWSR)

ATTACHMENT S. CONTRACTOR PRODUCT REPORT (DAILY)

ATTACHMENT T. TASK ORDER ANNOUNCEMENT TEMPLATE

ATTACHMENT U. SCHEDULE OF VALUES (EXAMPLE)

ATTACHMENT V. CERTIFIED PAYROLL FORM

ATTACHMENT X. STANDARD FORM SF-1413