

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   47</b>
2. AMENDMENT/MODIFICATION NO. <b>0007</b>	3. EFFECTIVE DATE <b>10-Nov-2016</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC NORTHWEST 1101 TAUTOG CIRCLE SILVERDALE WA 98315-1101	CODE <b>N44255</b>	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. <b>N44255-16-R-9003</b>	
		X	9B. DATED (SEE ITEM 11) <b>24-May-2016</b>	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>				
This amendment to Request for Proposal (RFP) N44255-16-R-9003 is hereby issued to reopen the solicitation for thirty (30) calendar days due to a Government change in the scope of Seed Project B7NTYF Prepare and Paint the exterior of BEQs B/2209 & B/2304, NBK Bangor, Silverdale, WA.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		<b>10-Nov-2016</b>

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 01-Jul-2016 02:00 PM to 9-Dec-2016 02:00 PM.

The Issued By organization has changed from

NAVFAC NORTHWEST  
 NAVAC NORTHWEST  
 PUBLIC WORKS DEPT. BANGOR  
 T-075 SKATE STREET  
 SILVERDALE WA 98315-1101

to

NAVFAC NORTHWEST  
 PUBLIC WORKS DEPT. BANGOR  
 T-075 SKATE STREET  
 SILVERDALE WA 98315-1101

The required performance has changed from Naval Facilities Engineering Command (NAVFAC) Northwest, Public Works Department (PWD), Naval Base Kitsap (NBK), Single Award Indefinite Delivery Indefinite Quantity (IDIQ) for Interior and Exterior Facility Painting Construction Contract throughout the Puget Sound Region of the NAVFAC Northwest Area of Responsibility (AOR) to include Naval Base Kitsap (NBK) Bangor, Silverdale, WA; NBK Bremerton, WA; and, to a lesser extent, Naval Station (NAVSTA) Everett, Everett, WA; and Naval Air Station (NAS) Whidbey Island, WA. The Seed Project (Proposed Task Order #0001) is Work Order #B7NTYF Preparation and Paint Exterior of BEQs B/2209 & B/2304, NBK Bangor, Silverdale, WA. Provide all labor, material, and services necessary to perform all work in accordance with the applicable clauses, provisions, special contract requirements and drawings. NAICS: 238320 Maximum aggregate value of awarded contract is \$13,000,000.00. Task Order range for this contract is \$3,500.00 to \$750,000.00. Minimum Guarantee is \$25,000.00. This requirement is a 100% Total Small Business Set-Aside. to Naval Facilities Engineering Command (NAVFAC) Northwest, Public Works Department (PWD), Naval Base Kitsap (NBK), Single Award Indefinite Delivery Indefinite Quantity (IDIQ) for Interior and Exterior Facility Painting Construction Contract throughout the Puget Sound Region of the NAVFAC Northwest Area of Responsibility (AOR) to include Naval Base Kitsap (NBK) Bangor, Silverdale, WA; NBK Bremerton, WA; and, to a lesser extent, Naval Station (NAVSTA) Everett, Everett, WA; and Naval Air Station (NAS) Whidbey Island, WA. The Seed Project (Proposed Task Order #0001) is Work Order #B7NTYF Preparation and Paint Exterior of one (1) BEQ B/2304, located at NBK Bangor, Silverdale, WA. Provide all labor, material, and services necessary to perform all work in accordance with the applicable clauses, provisions, special contract requirements and drawings. NAICS: 238320 Maximum aggregate value of awarded contract is \$13,000,000.00. Task Order range for this contract is \$3,500.00 to \$750,000.00. Minimum Guarantee is \$25,000.00. This requirement is a 100% Total Small Business Set-Aside..

The following have been modified:

**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](mailto: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. Joel Deare  
T075 Skate Street  
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 Joel Deare at (360) 396-4417 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 Joel Deare at (360) 396-4417 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 **December 9, 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 **Thursday, November 29, 2016 at 10:00AM local time at 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 US Navy installations. 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](mailto: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 Naval Base Kitsap (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.cniv.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: "[Scott.Skolnik@navy.mil](mailto:Scott.Skolnik@navy.mil)"
3. Purpose of Visit: "Need a day pass to attend Pre-proposal Site Visit for BEQ exterior painting project".

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](http://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](http://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 three (3) 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 offeror with the lowest-price proposals found to be technically acceptable. The lowest priced contract offeror will be awarded the Seed Project and satisfy the minimum guarantee of \$25,000.00. If not, groups of three (3) 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 FEAD Interior and Exterior Painting IDIQ, to provide construction Interior and Exterior Painting of Navy facilities located primarily in the Washington Puget Sound Region. The Seed Project is **B7NTYF Preparation and Paint Exterior of BEQ B/2304, NBK Bangor, Silverdale, WA.** 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 B7NTYF Preparation and Paint Exterior of BEQ B/2304, NBK Bangor, Silverdale, WA.

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-9003 (Solicitation, Offer, and Award) - Blocks 14 through 20c;
- Seed Project, Task Order N44255-16-R-9003/0001, 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;
- Completed NAVFAC Form 4330 (12/15);
- Letter from the Offeror's surety. The letter should verify the Offeror has a minimum of \$2,000,000.00 bonding capacity per project and provide the Offeror's aggregate maximum bonding capacity of at least \$10,000,000.00, 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-9003/0001. 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 (12/15) (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 (12/15) and the proposal adhered to the instructions below. Failure to submit the NAVFAC 4330/43 (12/15) will result in an unacceptable rating. Failure to adhere to the instructions provided in the RFP or complete the NAVFAC 4330/43 (12/15) 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-9003/0001, 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 \$2,000,000.00 bonding capacity per project and provide the Offeror's aggregate maximum bonding capacity of at least \$10,000,000.00.
- 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-9003/0001:

- 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 (12/15), enter offeror's CLIN 0001 amount 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 Interior and Exterior Painting 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 \$3,500.00 and \$750,000.00. 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) project between \$50,000.00 and \$100,000.00 **and One relevant project must be greater than \$350,000.00.**

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:

Scope: Similar in scope are projects involving interior and exterior painting. The scope of projects can range from prepping and painting single story dwelling units to multiple story industrial facilities. The types of siding encountered will include but not be limited to wood, metal, masonry, CMU block, transite, and concrete materials. Interior work will include but not be limited to prepping and painting or staining of drywall finishes, wood, metal, medium density fiber board (MDF), concrete, and CMU block.

Offerors must demonstrate experience, at least once in the individual relevant projects:

One project shall be a complete painting project that includes pressure washing, following stringent environmental controls as required in any abatement processes or local regulation. Prepping of the substrate shall include (But not be limited to) masking, sanding, scraping, patching, and caulking, following all the environmental requirements for the abatement of hazardous metals and asbestos containing coatings and substrates. The paint projects may range from a simple interior hallway or bathroom to the exterior of a 100,000 square foot commercial facility.

One project shall include coordinating painting activities in and around an occupied facility with ongoing operations such as an occupied barracks or office facility.

One project shall include the use of environmental controls to prevent / contain overspray or drips around sensitive equipment such as office components, computer server rooms, air handler intakes, or the presence of vehicles or vehicular traffic.

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 E**) 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, Joel Deare, joel.deare@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.

## SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

### CONTRACT REQUIREMENTS

#### **Section 00801 – Contract Type / Performance**

## **1 GENERAL INFORMATION**

### **1.1 General Overview of a Single Award Construction Indefinite Delivery Indefinite Quantity (IDIQ)**

A IDIQ 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 one (1) 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 one (1) contract 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 interior and exterior painting services 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 preparation; repair of walls, ceilings, floors, railings, fences, equipment, and facility siding, as specified in the contract documents. For the purposes of this contract, painting projects 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 painting work ordered by the Government Contracting Officer. Painting task order completion may require, but is not limited to, preparation of surfaces, cleaning and or sanding and patching of existing surfaces, crack repair, and moving of equipment or furniture to access the work area, and replacement of that equipment and furniture. Work will include removal and replacement if required of any trim work or base moldings. Provide interior and exterior 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.

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, single award, indefinite-delivery, indefinite-quantity construction contract, not to exceed \$13 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 \$3,500 to \$750,000. 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 the awardee, The contractor with the lowest overall evaluated price that meets the acceptability standards will be awarded the initial Task Order and the minimum of \$25,000.00 for that contractor will be satisfied. The awardee is not guaranteed work in excess of the minimum guarantee specified herein. Should the IDIQ Contractor choose to not bid on more than two (2) Requests for Proposal annually 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 ATRP 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 IDIQ, 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 IDIQs. 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.

#### **1.19 Weekly Reports**

Reports are to be prepared, signed and dated by the Contractor Project Manager assigned to the project. For this Task Order, the contractor shall provide a weekly report to the Contracting Officer's Representative (COR) via electronic mail. The COR/Contracting Officer will have five (5) business days to address any concerns raised in the weekly Progress Reports. At a minimum, the following information shall be included in each daily report:

- Progress this period
- Status of all tasks developed in the project management plan (with attachment copies of meeting notes, point and working papers).
- Indication that the delivery date is being met or if not, a description of new delivery dates. It must include the reasons for a change in the date and identify the impact of the change on the project.
- What is needed from Government in order to meet the delivery date.
- Activity planned for the next reporting period; planned supporting activities, as well as the status of all products/working papers, including planned delivery date and actual and/or anticipated delivery date.
- Problems encountered; identification of any problems, issues or delays and recommendations as to their resolution concerning the problems submitted during the interim, and any correction action that was taken to correct identified problems.
- Pictures of construction progress of key milestones or events on the project.

## **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 Interior and Exterior Painting IDIQ. 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 10/21/2016 WA37
Washington	Snohomish	Building	WA160041 10/21/2016 WA41
Washington	Island	Building	WA160053 09/02/2016 WA53
Washington	Jefferson	Building	WA160054 10/21/2016 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 Contractor'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](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 Interior and Exterior Painting projects are performed on buildings, facilities, and grounds 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](http://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, Naval Magazine Indian Island, and NBK Bangor Waterfront Restricted Area (WRA). The BAVR system may be accessed at the following link: <https://www.bavr.cnmc.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](mailto: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 6011 and 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. Additionally 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 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

### **5.15 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.

#### **5.16 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.

#### **5.17 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 capacities 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.

#### **5.18 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).

#### **5.19 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").

## **5.20 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

## **5.21 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.

## **5.22 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

### **5.23 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.

### **5.24 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 Safety Data 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.

#### **5.25 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.

#### **5.26 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-isocyanates, 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.

#### **5.27 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.

### **5.28 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.

### **5.29 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.

### **5.30 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.

### **5.31 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.

### **5.32 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.

### **5.33 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.

### **5.34 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.

### **5.35 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.

### **5.36 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 Interior and Exterior Painting IDIQ**

The FEAD Interior and Exterior Painting IDIQ is a single award contracting tool used for Interior and Exterior Painting 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 IDIQ shall be limited to Interior and Exterior Painting that is generally not technically complex.

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)

The awardee is required to submit a proposal for all Task Order Requests for Proposal (RFP) received from the Government. However, in the event the IDIQ 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: The IDIQ 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.

### **6.2 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).

### **6.3 Proposal Preparation**

The Contractor's Proposal (CP) shall be presented to the Government in accordance with Section 7 "Task Order Pricing" of the IDIQ. The CP will be provided to the Government in response to an issued RFP as a NAVFAC 4330. 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.

### **6.4 Review of Contractor Proposal**

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

### **6.5 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.

### **6.6 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.

A copy of the award notice and Task Order shall be provided to the FEAD Interior and Exterior Painting IDIQ Contracting Officer to monitor the number of Task Orders being awarded under the IDIQ and track the available capacity under the IDIQ for future awards. The Maximum Order Limitation (MOL) of \$25 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 Interior and Exterior Painting IDIQ will utilize R.S. MEANS for development of the Government estimate and the contractor's pricing whenever practicable. The Contractor will submit a 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 Interior and Exterior Painting IDIQ 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 the Contractor's price proposal 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 (IDIQ) Deliverables

<b>BASIC CONTRACT DELIVERABLES</b>				
<b>Spec Item</b>	<b>Deliverable Title</b>	<b>Method of Delivery</b>	<b>Submit To</b>	<b>Due Date</b>
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

<b>Task Order Submittals and Deliverables</b>				
<b><u>Spec Item</u></b>	<b><u>Deliverable Title</u></b>	<b><u>Method of Delivery</u></b>	<b><u>Submit To</u></b>	<b><u>Due Date</u></b>
6.11	Construction Schedule / Schedule of Values (SOV)	MS Project-electronic	Contracting Officer and COR	7 calendar days after award
<b>6.17</b>	<b>Pre-construction Meeting</b>	<b>IN PERSON</b>	<b>Contractor will send calendar request to COR and Contracting Officer</b>	<b>10 working days after award</b>
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 <b><i>must be included as a milestone on schedule</i></b>

5.20	Weight Handling Equipment (WHE) Accident Report	electronic	COR & Contracting Officer	immediately following an 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 execution phase, <b><i>must be included as a milestone on schedule</i></b>

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 (SWTS)	electronically	COR	as required, after disposal; added monthly to CMPWSR
5.36	Contractors Monthly Project Waste Summary Report (CMPWSR)	electronically	COR	monthly on the 5th

**SECTION 00804**

**RFP ATTACHMENTS**

ATTACHMENT A. PRE-PROPOSAL INQUIRY

ATTACHMENT B. CHANGE ORDER MARK UP RATES WORKSHEET

ATTACHMENT C. EXAMPLE NAVFAC FORM 4330/43 (12/15)

ATTACHMENT D. BLANK NAVFAC FORM 4330/43 (12/15)

ATTACHMENT E. CONSTRUCTION EXPERIENCE PROJECT DATA SHEET

ATTACHMENT F. NAVFAC PAST PERFORMANCE QUESTIONNAIRE

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. VEHICLE 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 WASTE 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

(End of Summary of Changes)