

**SECTION 00010 – SOLICITATION CONTRACT FORM**

**1. DESCRIPTION OF WORK**

The United States Navy, Naval Facilities Engineering Command (NAVFAC) Northwest, Public Works Department (PWD) has a requirement for construction services to provide a Firm Fixed-Price (FFP) Construction Contract for Work Order (WO) #B7NTYF Preparation and Paint of one (1) Barracks Enlisted Quarters (BEQ) B/2304, located at Naval Base Kitsap (NBK) Bangor, Silverdale, WA.

**2. SCHEDULE OF PRICES:**

**FIRM FIXED PRICE WORK**

CLIN	DESCRIPTION	QUANTITY	UNIT	TOTAL AMOUNT
0001	<b>Firm Fixed Price (FFP). The contractor shall provide all labor, material, equipment, mobilization, demobilization, quality control services and ancillary items required to provide painting of the exterior of one (1) BEQ at NBK Bangor, Silverdale, WA in accordance with all other applicable clauses, provisions, special contract requirements, specifications and contained herein.</b>	1	LS	\$ _____

**Grand Total of All CLINS:** \$ \_\_\_\_\_  
**GRAND TOTAL AMT**

The Government reserves the right to verify the calculations in the Price Schedule provided. In the event that an error in the Contractor's calculations is found, the Government will use the actual amounts entered in CLIN 0001 as the intended price. The Government will use these proposed amounts to determine the Total Evaluated Price.

**36.204 – Disclosure of the Magnitude of Construction Projects.**

Advance notices and solicitations shall state the magnitude of the requirement in terms of physical characteristics and estimated price range. In no event shall the statement of magnitude disclose the Government's estimate. Therefore, the estimated price should be described in terms of one of the following price ranges: is between \$250,000.00 and \$500,000.00.

**Proposals that contain qualifications, conditions, or express unilateral interpretations of the minimum contract requirements may be excluded from the competitive range or be considered ineligible for award. Proposals that exceed the price range may be considered ineligible for award.**

**The North American Industry Classification System (NAICS) Code** for this procurement is **238320**. The small business size standard is **\$15,000,000**.

**WARRANTY REQUIREMENTS:**

Federal Acquisition Regulation Clause 52.246-21 entitled "Warranty of Construction" is applicable to this requirement and will be incorporated into the resultant task order.

**Intent to award without discussions:** The Government fully intends to evaluate proposals and award the contract without discussions with offerors. However, the Government reserves the right to clarify certain aspects of proposals or conduct discussions providing an opportunity for the offeror to revise its proposal. Therefore, each initial offer should contain the offeror's best terms from a technical and cost or price standpoint. Offerors should not assume that they would be contacted or afforded an opportunity to qualify, discuss, or revise their proposals. Offerors are cautioned that proposal containing qualifications, conditions or expressing unilateral interpretations of the RFP/contract requirements may be rejected and the offeror excluded from the potential competitive range.

**SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO OFFERORS:**

- 1. Pre-Proposal Inquiries (PPIs). See Section 00100, RFP (N4425-16-R-9003) FEAD Painting IDIQ.
- 2. Proposal Format and Due Date. See Section 00100, RFP (N4425-16-R-9003) FEAD Painting IDIQ.
- 3. Site Visit. See Section 00100, RFP (N4425-16-R-9003) FEAD Painting IDIQ.

**SECTION 00600 – REPRESENTATIONS & CERTIFICATIONS**

**CLAUSES INCORPORATED BY FULL TEXT**

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is **238320**.

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

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

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

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

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

(End of provision)

(End of section)

## SECTION 00700 – CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

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

### CLAUSES INCORPORATED BY FULL TEXT

#### **52.204-13 – System for Award Management Maintenance (JUL 2013)**

(a) *Definition.* As used in this clause--

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

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

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

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of Clause)

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

The Contractor shall be required to (a) commence work under this contract within **15** calendar day after the date the Contractor receives Award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **90 calendar days from award**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$200** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

**52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction.**

As prescribed in 22.810(b), insert the following provision:

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

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

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

Goals for Minority Participation for Each Trade: 6.1%

Goals for Female Participation for Each Trade: 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

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

(End of provision)

**52.236-4 -- PHYSICAL DATA (Apr 1984)**

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by a hazardous materials survey.

(b) Weather conditions \_\_\_\_\_ N/A.

(c) Transportation facilities \_\_\_\_\_ N/A.

(d) \_N/A.

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

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

(End of Clause)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://farsite.hill.af.mil/> (End of clause)

**L22.404-2 DAVIS-BACON WAGE DETERMINATION (FEB 2006)**

Primary Davis-Bacon Wage Determination

STATE	COUNTY	CONSTR TYPE	WD#
WA	Kitsap	Building	WA160001 WA37
MOD#	PUBLICATION DATE		
08	10/21/2016		

(End of clause)

**NAVFAC 5252.228.9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)**

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

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

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

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

company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run **90** days from the award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **Will be updated at time of award.**

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

**'Navy Construction / Facilities Management Invoice'**

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

**Will be updated at time of award.**

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

### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	Will be updated at time of award.

Issue By DoDAAC	Will be updated at time of award.
Admin DoDAAC	Will be updated at time of award.
Inspect By DoDAAC	Will be updated at time of award.
Ship To Code	Will be updated at time of award.
Ship From Code	Leave Blank
Mark For Code	Leave Blank
Service Approver (DoDAAC)	Will be updated at time of award.
Service Acceptor (DoDAAC)	Will be updated at time of award.
Accept at Other DoDAAC	N/A
LPO DoDAAC	Will be updated at time of award.
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	_____

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

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

**Will be updated at time of award.**

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: [gavle.gaskell@navy.mil](mailto:gavle.gaskell@navy.mil).

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

(End of clause)

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

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

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

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average **30 minutes**.

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

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

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

(End of clause)

#### **NAVFAC 5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)**

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

#### **POTABLE WATER ELECTRICITY**

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

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

- a. Lights shall be used only in areas where and at the time when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

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

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

(End of clause)

#### **NAVFAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)**

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

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

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

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

**NAVFAC 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)**

Within **10** days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work. (End of clause)

## **SECTION 00800 – SPECIAL CONTRACT REQUIREMENTS**

FULL TEXT REFERENCES: All other terms and conditions identified in the FEAD Painting IDIQ apply to this Task Order and are in full force by reference.

**1. Construction Wage Rate Requirements Statute (Formerly Davis-Bacon) Wage Determination.** As established under the terms and conditions of the FEAD Painting IDIQ and incorporated under the base year – **TBD**, the following Wage Determination is applicable to this project:

**\*General Decision Number: WA160001 WA37, Modification Number 08, dated 10/21/2016, for Building – Kitsap County, WA**

### **2. SPECIAL CONTRACT REQUIREMENT FOR CONTRACTOR TO SUPPLY AND USE AN ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED PAYROLLS IN COMPLIANCE WITH FAR 52.222-8, PAYROLLS AND BASIC RECORDS AND FAR 52.222-13, COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS.**

The US Department of Labor accepts the electronic submission of certified payrolls and the “electronic signature” is accepted for the purposes of “certifying the payroll”. There are several electronic systems currently commercially-available to contractors for payroll processing in compliance with the Davis-Bacon and Related Acts.

The contractor shall use a supplemental electronic Davis-Bacon Act payroll processing system to process and submit certified payrolls electronically to the Government that are compliant with appropriate Davis-Bacon Act payroll provisions in the FAR. The contractor shall be responsible for obtaining and providing all access, licenses, and other services required for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Davis-Bacon and Related Act Regulations. The electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion, and providing a durable record copy of all payrolls and other documentation to the government at contract closeout. The contractor shall obtain and provide access to the Government via the internet with login authorization, as required to comply with the Davis-Bacon and Related Act Regulations over the duration of this construction contract. The access shall include electronic review access via the internet by the Government contract administrative office to the electronic payroll processing system used by the contractor.

The supplemental electronic payroll processing service shall meet the following basic functional criteria: commercially available; compliant with appropriate Davis-Bacon Act payroll provisions in the FAR; able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract; demonstrated security of data and data entry rights; ability to produce contractor-certified electronic versions of weekly payroll data; ability to identify erroneous entries and track the data/time of all versions of the certified Davis-Bacon payrolls submitted to the government over the life of the contract; capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic Davis-Bacon payroll processing system shall be provided to the Government during contract closeout.

All contractor-incurred costs related to the contractor’s provision and use of an electronic payroll processing service shall be included in the contractor’s price for the overall work under the contract. The costs for Davis-Bacon Act compliance using electronic payroll processing services shall not be a separately bid or reimbursed item under this contract.

### **3. 252.204-0001 Line Item Specific: Single Funding. (SEP 2009)**

The payment office shall make payment using the ACRN funding of the line item being billed.

SECTION 00801

(End of Section)

## SECTION 00803

Task Order Submittals and Deliverables				
<u>Spec Item</u>	<u>Deliverable Title</u>	<u>Method of Delivery</u>	<u>Submit To</u>	<u>Due Date</u>
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- <i>must be included as a milestone on schedule</i>
5.20	Weight Handling Equipment (WHE) Accident Report	electronic	COR & Contracting Officer	immediately following any weight handling equipment accident (including rigging accidents)
5.19	Crane Operator's Qualifications, Crane Certifications, Critical Lift Plan; as required	electronic	COR	as applicable, 5 days prior to every scheduled evolution and with every subsequent crane lift plan in accordance with EM385-1-1 para 16.C.18
5.22	Hot Work permit from Fire Division	hard copy available at the fire station-available on-site for government review/inspection	COR	14 working days
5.25	Qualifications of Competent and/or Qualified Persons	electronic	COR	7 calendar days after award
5.10	Activity Hazard Analysis per EM385	electronic	Contracting Officer and COR	7 calendar days prior to each phase, <i>must be included as a milestone on schedule</i>

## Task Order Submittals and Deliverables Continued

5.13	Navy Contractor Significant Incident Report (CSIR)	electronic	COR & Contracting Officer	Page 3 of 17 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 information 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
5.36	Contractors Monthly Project Waste Summary Report (CMPWSR)	electronically	COR	monthly on the 5th