

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N62470-15-R-5008	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 27-Feb-2015	PAGE OF PAGES 1 OF 54
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278  TEL: _____ FAX: _____	CODE N62470	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: _____ FAX: _____
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9. FOR INFORMATION CALL:	A. NAME MICHELLE L. GOODEN	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (757) 322-8169
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**SOLICITATION**

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

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

BRANCH HEALTH CLINIC MODERNIZATION, BUILDING 771, NAVAL SUPPORT ACTIVITY, MILLINGTON, TENNESSEE

PHASE I PROPOSALS ARE DUE 30 MARCH 2015 @ 2:00 PM EST TO NAVFAC ATLANTIC, BLDG A MAILROOM, ATTN: KATYA OXLEY, 6506 HAMPTON BOULEVARD, NORFOLK, VA 23508.

THIS ACQUISITION IS BEING SOLICITED AS A STAND-ALONE, FIRM FIXED PRICE DESIGN/BUILD CONTRACT.

11. The Contractor shall begin performance within 10 calendar days and complete it within 731 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See \_\_\_\_\_.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

B. An offer guarantee  is,  is not required.

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

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

**SOLICITATION, OFFER, AND AWARD (Continued)**

*(Construction, Alteration, or Repair)*

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

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

**See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE PRICE                      FFP                      Price for the entire work for the Branch Clinic Modernization, Building 771, in accordance with the drawings and specifications, but excluding work described in CLIN 0002, CLIN 0003, CLIN 0004, CLIN 0005, CLIN 0006 and CLIN 0007.                      FOB: Destination</p>	1	Project		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	<p>OPTION 1 - MAIN ENTRY CANOPY                      FFP                      Price for providing all work in connection with Main Entry Canopy, complete in accordance with the drawings and specifications.                      FOB: Destination</p>	1	Project		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION 2 - UNDERGROUND STORMWATER PIPING FFP Price for providing all work associated in connection with underground storm-water piping and concrete sidewalk and pavement demolition and replacement, complete in accordance with the drawings and specifications FOB: Destination	1	Project		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION 3 - SPLASH BLOCKS FFP Price for providing all work associated with providing splash blocks at all downspouts, if CLIN 0003 Option Item No. 2 is not exercised FOB: Destination	1	Project		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PLANNED MOD - FF&E FFP Price to procure and supervise installation of the Furniture, Fixtures, and Equipment (FF&E) complete in accordance with the plans and specifications FOB: Destination	1	Project		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	PLANNED MOD - MEDICAL EQUIPMENT FFP Price for providing work in connection with all labor, material, equipment, transportation and supervision required for the medical equipment complete in accordance with the plans and specifications. FOB: Destination	1	Project		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>PLANNED MOD - DRMO                      FFP                      Price for providing work in connection with all labor, material, palletizing, transportation and supervision to remove and transport the existing medical equipment and FF&amp;E to Defense Reutilization and Marketing Office (DRMO) Pensacola, FL complete in accordance with the plans and specifications.                      FOB: Destination</p>	1	Project		

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DESCRIPTION OF WORK

The scope of this project will be the complete renovation of Building 771, Branch Health Clinic, Mid-South, Naval Support Activity, Millington, Tennessee. The single-story concrete-framed non-combustible structure is approximately 56,400 gross square feet. The facility provides out-patient health care including Primary Medical Care (Medical Home Port), Immunizations, Behavioral Health, Dental, Optometry, Pathology (Laboratory), Physical Therapy, Radiology, Pharmacy, Education, Logistics, Common Areas, Medical Administration and other support functions.

Construction shall be accomplished in Phases. The Clinic shall remain operational throughout the construction. Exterior Work includes, but is not limited to, providing design and construction for the following:

Demolition of existing site work including curbing, guttering, pavements, site improvements, storm drainage, site utility systems, and landscaping, of the existing ambulance shelter and connecting canopy, exterior components of the existing mechanical and electrical engineered systems; existing aluminum windows and storefronts, existing steel frames and doors, existing metal hand rails and guard rails, and selected portions of the exterior wall construction.

Paint striping, site improvements, storm drainage, site utility systems, and landscaping, exterior components of complete mechanical and electrical engineered systems, standing seam metal roofing on structural retrofit roof system over the existing modified bitumen roof system which is to remain, aluminum windows and storefronts, steel frames and doors, metal hand rails and guard rails, architectural metal louvers and aluminum windows; architectural coating of existing exposed exterior concrete and portland cement stucco surfaces; and cleaning and repointing of existing brick. Exterior windows and storefronts shall be blast resistant.

The contractor will demolish a majority of the interior. This work includes but is not limited to removal of existing metal stud/gypsum board interior partitions, existing steel frames and wood or steel doors, existing view panels, existing interior finishes, existing HVAC and plumbing systems, including piping, ductwork, and equipment, existing fire sprinkler system; existing electrical power and lighting systems including conduit, conductors, panel boxes, breakers, equipment, fixtures, and devices, existing low voltage communications systems including fire alarm, nurse call, intrusion detection, data and voice communications medical/dental gases, and dental equipment. Provide metal stud/gypsum board interior partition systems, steel frames and wood doors, steel view panels (interior windows), manually operated coiling stainless steel counter shutters; interior architectural finishes, HVAC and plumbing systems, including piped medical/dental gas systems; complete fire sprinkler system; electrical power and lighting systems; and low voltage communications systems including, fire alarm, nurse call, intrusion detection, access control, and data and voice communications systems.

The contractor will be required to remove hazardous materials during demolition.

Work includes providing a Comprehensive Interior Design (CID) including Structural Interior Design (SID) and Furniture, Fixtures, and Equipment Design (FF&E) and specialized medical/dental equipment; design/construction phasing plan including minor construction required for temporary swing spaces; procurement and installation of a complete FF&E package (a planned modification) and specialized medical/dental equipment (a planned modification); movement of FF&E and specialized medical/dental equipment in support of the temporary swing spaces. Specialized medical and dental equipment includes audiometric testing booths, x-ray equipment, ophthalmological equipment, pulmonary laboratory equipment, dental chairs and sterilizer equipment.

Specialized medical technical expertise is required in the following areas: Medical Gas Systems, Nurse Call Systems, Medical Equipment Planning and Installation, Radiation Shielding, Infection Control, and Compliance with applicable provisions of The Joint Commission Statement of Conditions.

The Design Team shall include a Medical Planner and a Medical Equipment Planner.

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A

0007 N/A

N/A

N/A

N/A

## Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO OFFERORSTable of Contents

- I. SECTION 00100 – Bidding Schedule/Instructions to Offerors
- II. SECTION 00600 – Representations & Certifications
- III. SECTION 00700 – Contract Clauses
- IV. SECTION 00800 – Special Contract Requirements

SECTION 00100Instructions to Offerors**A. GENERAL INFORMATION**

1. This solicitation is being conducted using design-build procedures in accordance with FAR Part 36. The best value continuum source selection process used in this acquisition is the tradeoff process. Award will be made to that responsible offeror whose proposal, conforming to the solicitation, is determined to offer the best value to the Government considering the technical and price factors stated herein.

The Government reserves the right to eliminate from consideration any or all offerors at any time prior to award of the contract; to negotiate with offerors in the competitive range; to award the contract to other than the offeror submitting the lowest total price; and to award the contract to the offeror submitting the proposal determined to be the best value.

This acquisition will result in the award of a Firm Fixed Price (FFP) construction contract.

**INTENT TO AWARD WITHOUT DISCUSSIONS:** Proposals must be set forth full, accurate and complete information as required by this Request for Proposal (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001. The Government intends to evaluate proposals and award without discussions. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the best terms from a technical and price standpoint.

2. The contract completion date is 731 calendar days from the notice to proceed.
3. In accordance with DFARS 236.204 for construction contracts, the magnitude of this project is between \$15,000,000 and \$25,000,000.
4. This acquisition will be solicited on an unrestricted basis with full and open competition.
5. Pre-Proposal Inquiries (PPI): Offerors who determine that the technical and or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing. Additionally, all inquiries shall be submitted using the Pre-Proposal Inquiry (PPI) form attached to this solicitation as Attachment G. All inquiries shall be submitted via email to [katya.oxley@navy.mil](mailto:katya.oxley@navy.mil).

**The Government does not intend to respond to inquiries submitted less than 5 days before the proposal receipt date.** A response will be published as an amendment to the solicitation.

The technical Specification and design drawings will be provided with the Phase II Amendment as attachments.

6. SITE VISIT INSTRUCTIONS – A site visit to Millington, TN is required for this procurement. Offerors will have the opportunity for a site visit during Phase II of the Solicitation. The Phase II site visit will be provided with the Phase II Amendment.

## **B. ELIGIBILITY FOR AWARD**

### **1. SYSTEM FOR AWARD MANAGEMENT**

To be eligible for award, your firm(s) must be registered in the System for Award Management (SAM) database and in the Online Representation and Certifications Application (ORCA) as required by Clause 52.204-7, Central Contractor Registration (Dec 2012) <http://www.sam.gov>.

Note that the System for Award Management (SAM) is required for all offerors, including Joint Ventures (JV) (registration must state the NAME of the JV). Offerors not registered in SAM shall obtain a DUN & Bradstreet (DUNS) number and a CAGE prior to registering in SAM.

All offerors, including JV offerors, must submit with their proposal a DUNS number. In addition to the DUNS number required for JV offerors, JV offerors **must submit with their proposal a DUNS number for each member comprising the JV**. DUNS numbers can be obtained at <http://fedgov.dnb.com/webform>. The DUNS number is required in order to register in SAM (see above.)

CAGE – A CAGE code is required for all offerors, including JV offerors. JV offerors must acquire a CAGE Code registered in the JV name.

## **C. PROPOSAL SUBMISSION REQUIREMENTS**

Phase I Proposals shall be delivered to:  
NAVFAC ATLANTIC  
Bldg. A Mailroom  
Attn: Katya Oxley ACQ34  
6506 Hampton Blvd.  
Norfolk, VA. 23508-1278

**All Phase I submittals shall be received prior to 2:00 pm (EST), Monday, 30 March 2015.**

**LATE SUBMITTALS WILL NOT BE CONSIDERED.** Proposal must be clearly marked on the outside of the package with the solicitation number. **ELECTRONIC SUBMISSION OF PROPOSALS WILL NOT BE ACCEPTED.** Only Phase I Proposals will be considered. The date and time for submission of Phase II Proposal is to be determined at a later date. A maximum of five (5) offers will be selected to submit Phase II proposals.

### PHASE I SUBMISSION:

Technical Factors: Offeror shall submit one (1) marked "Original," four (4) copies, and one (1) CD each in a separate three-ring binder with the following characteristics:

- \_ 8 ½ x 11 format
- \_ 12 point font
- \_ Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.

\_ This should include information in response to Factors 1, 2, and 3. Specific page limitations and Solicitation Submittal Requirements are specified in each Factor. PAGES THAT EXCEED THE PAGE LIMITATIONS SHALL NOT BE EVALUATED.

**Special Joint Venture (JV) Requirements:**

JV offerors shall provide with their proposal a notarized legal document that establishes the JV. The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. Submission of the notarized legal document that establishes the JV shall be furnished with the price proposal in its original language version along with a certified English translation of the notarized JV, if the original version was not in English. The Joint Venture must be formed and valid at the time of submission of the proposal. The validated notarized legal document must include language that each member of the JV will be jointly and severably liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

1. The Joint Venture Agreement shall include, at a minimum, the following:
  - (a) Name of firms that form the JV and the name of the JV.
  - (b) Name and title of the corporate officials signing on behalf of each party.
  - (c) Solicitation number.
  - (d) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of )
  - (e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
  - (f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
  - (g) Statement under oath stating that the Joint Venture (JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.
  
2. The U.S. Government reserves the right to review the actual JV Agreement to determine its basis and compliance with the applicable laws. Any internal agreements affecting the internal composition of the existing JV and its potential liabilities in relation to the contract (performance guarantee, insurance, etc) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the JV will require the JV to formally request a Novation Agreement in accordance with FAR 42.12, which will be approved/disapproved at the discretion of the Contracting Officer.

**PHASE II SUBMISSION:**

(APPLICABLE ONLY TO THOSE OFFERORS WHO ARE SELECTED TO PROCEED TO PHASE II OF THE SOURCE SELECTION PROCESS. DO NOT SUBMIT FACTORS 4, 5, 6, 7 AND PRICE PROPOSAL INFORMATION IN PHASE ONE PROPOSALS.

**Non-Price Factors:** Offeror shall submit one (1) marked "Original," four (4) copies, and one (1) CD each in a three-ring binder with the following characteristics:

- \_ 8 ½ x 11 format
- \_ 12 point font
- \_ Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.
- \_ This should include information in response to Factors 4, 5, 6, and 7. Specific page limitations and Solicitation Submittal Requirements are specified in each Factor. PAGES THAT EXCEED THE PAGE LIMITATIONS SHALL NOT BE EVALUATED.

The evaluation of Phase I factors will be used for an overall evaluation of the offerors proposals and will be carried over into Phase II.

Price: Offeror shall submit one (1) marked "Original," one (1) copy, and one (1) CD, each in a separate three-ring binder with the following:

- \_ SF-1442, signed
- \_ Amendments (SF30s) Acknowledged
- \_ Completed Schedule B, Pricing Form (Attachment available with Phase II Amendment)
- \_ Bid Bond
- \_ Copy of Representation and Certifications from ORCA
- \_ Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.
- \_ Required Contractor Responsibility documentation (as indicated below)

Contractor Responsibility: In accordance with Federal Acquisition Regulation (FAR) 9.1, the Contracting Officer shall award contracts only to responsible vendors. No purchase or award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The Contracting Officer shall require acceptable evidence of the prospective contractor's current sound financial status, as well as the ability to obtain required resources if the need arises. In regard to resources, the contractor must be prepared to present acceptable evidence of subcontracts, commitments or explicit arrangements that will be in existence at the time of contract award, to rent, purchase or otherwise acquire the needed facilities, equipment, services, materials, other resources or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall be taken into account for the time period covered by the contract base period or quantities, plus option periods or quantities, if such options are considered when evaluating offers for award. Pursuant to FAR 9.104-4, the Contracting Officer reserves the right to request adequate evidence of responsibility on the part of any prospective subcontractor(s). In the absence of information clearly indicating that the prospective contractor is responsible, the Contracting Officer shall make a determination of non-responsibility. As a minimum requirement, all offerors are requested to submit, as part of the Price proposal, the following:

- 1) Latest three complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or at least by an authorized officer of the organization (include Balance Sheet and Income Statement).
- 2) Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, discuss the financial responsibilities among the companies.
- 3) Point of contact from a bank or any financial institution with which they transact business.

The Contracting Officer reserves the right to request additional information if needed.

#### **HAND DELIVERIES OF PROPOSALS:**

All visitors to the Lafayette River Annex (LRA) who do not have a CAC badge or RAPIDGATE badge must have a background check run by the Naval Station Pass & ID office (Security Department at Commander, Naval Region Mid-Atlantic). Special Note: RAPIDGATE badges must be programmed for access to the Naval Support Activity, Hampton Roads in order to gain access to the LRA.

Visitors who do not have a CAC or RAPIDGATE badge must complete the attached Visitor Access Pass Request form (Attachment H). Visitors must complete and forward the form directly to the following personnel in the NAVFAC Atlantic Security Department via email:

1. Iris Gholston (757) 322-8116 / Email: iris.gholston@navy.mil
2. Steven K. Anderson (757) 322-8115 / Email: steven.k.anderson@navy.mil

Visitors must complete and provide the attached form to the NAVFAC Atlantic Security Department at least 5 working days prior to their scheduled visit date to allow ample time to process and complete the background check.

Commercial couriers such as FEDEX, DHL or UPS follow the same visitor procedures listed above and they are required to have a background check if they do not have a CAC badge or RAPIDGATE badge. Commercial

couriers must also have their vehicle inspected at location listed in the attached LRA commercial vehicle inspection procedures (Attachment I) prior to accessing the LRA.

Offerors should check with their intended courier to ensure they have the proper identification credentials to access the LRA.

Temporary visitor passes **must** be picked up by the approved visitor from the Naval Station Pass and ID Office located at the following address prior to visiting NAVFAC Atlantic on LRA:

Address: Naval Station Pass and ID Office  
 9040 Hampton Blvd  
 Norfolk, VA 23505  
 Telephone Number: 757-322-2975  
 Hours of Operation: 0600-1700 on Monday through Friday

#### **D. EVALUATION FACTORS FOR AWARD**

1. Factors 1-3 will be evaluated in Phase I, and Factors 4-7 will be evaluated in Phase II. Factor 1 will only be rated Acceptable or Unacceptable. If an Offeror is rated Unacceptable in Factor 1, then they will not be considered for Phase II. In making the best value award decision after Phase Two, the government will consider Factors 2-7 and price.

The solicitation requires the evaluation of price and the following non-cost/price factors:

##### **Phase I Non-Price Evaluation Factors:**

- Factor 1 – Technical Approach
- Factor 2 – Experience
- Factor 3 – Past Performance

The distinction between experience and past performance is that experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

##### **Phase II Non-Price Evaluation Factors:**

- Factor 4 – Small Business Utilization
- Factor 5 – Safety
- Factor 6 – Energy and Sustainable Design
- Factor 7 - Schedule

2. The relative order of importance of the non-price evaluation factors is the technical factors (Factors 2, 4, 5, 6, and 7) are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 3). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor:

**PHASE I: Non-Price Factors****Factor 1 – Technical Approach:**

(a) Solicitation Submittal Requirements: The composition and management of the firms proposed as the design-build (DB) team for this contract will be evaluated in this factor. The design team shall have Medical facility design experience. A Medical Planner and a Medical Equipment Planner, each with at least ten years of medical design experience is required; provide a two page resume for each individual.

The Offeror shall submit the following information:

- 1) The design team shall have Medical facility design experience. A Medical Planner and a Medical Equipment Planner, each with at least ten years of medical design experience is required; provide a two page resume for each individual.
- 2) Provide a narrative describing the proposed primary construction firms and primary design firms for this contract and the rationale for proposing this arrangement. Provide the roles, 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 narrative and organizational chart.

The technical approach narrative shall be limited to one (1) double-sided page (or two (2) single-sided pages) including the organizational chart. The information requested in item #2 below is not included in this page limitation.

- 3) 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.).

(b) 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:**

(a) Submittal Requirements: The Offeror shall submit the following information:

- 1) Construction Experience: Submit a maximum of five (5) relevant construction/renovation projects for the Offeror that best demonstrates experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as a construction/renovation project of a minimum of 20,000 SF and a minimum value of \$8,000,000.

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

A project is defined as a construction/renovation 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 A) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. 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). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through U.S. Green Building Council (USGBC) or the equivalent organization or process.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. Offerors who fail to submit experience for all Joint Venture members may be rated lower. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

- 2) Design Experience: Submit a maximum of five (5) relevant design projects for the design team that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as construction/renovation project of a minimum of 20,000 SF, and a minimum value of \$8,000,000.

Projects submitted shall be completed within the past five (5) years of the date of issuance of this RFP. For design-build projects, the design portion of the contract shall have been completed within the past five (5) years of the date of issuance of this RFP.

A project is defined as a complete design effort performed under a single task order or contract/subcontract. 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 Design Experience Project Data Sheet (Attachment B) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. 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). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through U.S. Green Building Council (USGBC) or the equivalent organization or process.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

The Offeror may utilize experience of a design subcontractor to demonstrate design experience under this evaluation factor. The Offer must provide a supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment and an explanation of the meaningful involvement for the design subcontractor.

(b) Basis of Evaluation: The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant construction and design projects as 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 five (5) projects for construction and five (5) for design. Any projects submitted in excess of the five (5) for Construction Experience and five (5) for Design Experience will not be considered.

Relevant projects where the Offeror and the proposed design firm(s) have previously worked together may be considered more favorably than those that have not worked together.

Relevant projects that demonstrate design-build experience may be considered more favorably than those that do not have design-build experience.

Relevant projects that demonstrate experience with sustainable features may be considered more favorably than those that do not demonstrate experience with sustainable features.

Relevant projects that demonstrate experience with renovations, in lieu of new construction, may be considered more favorably than those that do not have facility renovations.

Relevant projects that demonstrate experience with medical facility renovations may be considered more favorably than those that do not have medical facility renovations.

Relevant projects that demonstrate experience with medical equipment installation may be considered more favorably than those that do not have medical equipment installation.

Relevant projects that demonstrate experience with phased construction keeping the facility operational during phased construction may be considered more favorably than those that do not demonstrate experience with phased construction keeping the facility operational during phased construction.

Relevant projects that demonstrate Medical Planning or Medical Equipment Planning may be considered more favorably than those that do not have Medical Planning or Medical Equipment Planning.

### **Factor 3 – Past Performance:**

(a) Solicitation Submittal Requirements: If a completed CPARS evaluation is available, it shall be submitted with the proposal for each project included in Factor 2. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in

its proposal for Factor 2, Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

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

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.

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 award or additional information submitted will not be considered.

(b) **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 lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive an Unknown Confidence rating.

## **PHASE II: Non-Price Factors**

**Factor 4 – Small Business Utilization: Factor 4 consists of two Subfactors, 4A, Past Performance in Utilization of Small Business Concerns, and 4B, Small Business Participation.** Subfactors 4A and 4B are of equal importance in determining the Factor 4 Rating.

**Definitions:** "SB" as used herein is intended to include Small Business concerns, Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), Historically Underutilized Business Zone Small Business concerns (HUBZone), Veteran-Owned Small Business concerns (VOSB),

and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB). All small business programs are self-certifying programs with the exception of HUBZone certifications, see HUBZone SB Certifications below. Small Business Program requirements and definitions may be found in the Federal Acquisition Regulations (FAR), Part 19.

**HUBZone SB Certifications:** Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the U.S. Small Business Administration's Dynamic Small Business Search (DSBS) website at [http://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](http://web.sba.gov/pro-net/search/dsp_dsbs.cfm). It is the responsibility of the prime contractor to periodically check the DSBS as certifications are subject to change.

(a) Subfactor 4A: Past Performance in Utilization of Small Business Concerns

- 1) Solicitation Submittal Requirements: Proposals that do not include responses addressing ALL elements of the requirements stated below (a. through d.) must include an explanation why that element is not addressed.

Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror's projects referenced under Factor 3, Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than ten total evaluation ratings are provided (five for construction experience and five for design experience), only the first five of construction and the first five of design will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor Appraisal Support Systems (CCASS)), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS)).

Provide small business subcontracting history. Large businesses with Federal prime contracting experience shall provide final or current Subcontracting Report for Individual Contracts (SF294) or Individual Subcontracting Reports (ISR's) on prime (only) contracts submitted under Factor 3, Past Performance. If Factor 3-submitted contracts are not prime contracts, submit SF294s or ISRs for contracts of similar scope performed as the prime contractor. If goals were not met on any submitted contracts, an explanation for each unmet goal is required. Large Businesses with no documented SF294/ISR history shall submit a subcontracting history on Attachment D, Small Business Past Performance. If more than five (5) reports are provided, only the first 5 reports will be considered

Small Business proposers shall provide a subcontracting history on Attachment D, Small Business Past Performance.

If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

If the Offeror is a Joint Venture, Partnership LLC or other entity consisting of more than one entity, provide past performance information, elements a. through d., for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation in paragraph (ii):

- a. Provide information on national-level, and industry-issued awards that offerors received for outstanding support to SB concerns within the past five (5) years. Include purpose, issuer, and date of award(s). National and industry-issued awards received beyond five (5) years will not be considered.
- b. Provide information on previous, existing, planned or pending mentor-protégé agreements (MPA) under any Federal Government, or other, program held within the last five years. Information should include, at a minimum, the members, objectives, period of performance, and major accomplishments during the MPA.
- c. Provide information on past use of Community Rehabilitation Program (CRP) organizations certified under the AbilityOne Program by SourceAmerica, or the National Industry for the Blind (NIB). Information should include the contract type, type of work performed, period of performance, and number of employed severely handicapped persons.

- 2) Basis of Evaluation: The extent to which the proposal demonstrates the proposer's level of past performance in utilizing Small Business (SB) concerns, AbilityOne, Mentor-Protégé Agreements, and other socio-economic programs, as defined in FAR Parts 26.1 and 26.2, in subcontracting, and in meeting established Small Business subcontracting goals.

(b) Subfactor 4B: Small Business Participation

- 1) Solicitation Submittal Requirements: Identify in terms of dollar value and percentage of the total acquisition, the extent of work you will perform as the prime contractor. If submitting an offer as a Joint-Venture, identify the percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.

If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Attachment E for this factor, to include all information required in the attachment. If you are a Small Business, submit a subcontracting participation breakdown in the format provided in Attachment F for this factor. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. For proposals submitted on design-build solicitations, the proposer must identify its designer/design team in its Subcontracting Plan or Small Business Participation Breakdown.

Firm commitments to subcontract to multiple companies: The Offeror may provide a demonstration of commitments in planned subcontracts by listing multiple names of companies that will be used to support specific small business category (i.e., SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB).

- 2) Basis of Evaluation: **The following will be evaluated on all proposals:**

- a. The extent to which the proposal demonstrates maximum practicable participation of SBs in terms of the total value of the acquisition, including options.
- b. The extent to which the proposal demonstrates a commitment to use SB concerns that are specifically identified in the proposal, including but not limited to use of mentor protégé programs.
- c. The extent to which the proposal demonstrates SB participation in a variety of industries expected during the performance of work.
- d. The realism of the proposal to meet the proposed goals.

**The following will be evaluated on proposals submitted by Large Business firms:**

- a. The extent to which the proposal provides Small Business Subcontracting goals that meet or exceed the minimum NAVFAC Small Business Subcontracting Targets, and utilization of AbilityOne CRP organizations. Proposals that provide goals exceeding the NAVFAC Subcontracting Targets may be rated higher. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

	FY15	FY16	FY17
SB	66.8%	66.94%	67.07%
SDB	17.27%	17.44%	17.62%
WOSB	15.3%	15.45%	15.61%
HUBZone	8.94%	9.03%	9.12%
SDVOSB	3.03%	3.06%	3.09%

- b. The extent to which the proposer’s Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract:

**Copies of the blank forms to be used for offeror submission of Small Business Utilization are included as follows:**

- Attachment D – Small Business Past Performance
- Attachment E – Small Business Subcontracting Plan.
- Attachment F – Small Business Offeror Small Business Participation Breakdown

Factor 5 – Safety:

- (a) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)
  - 1) Experience Modification Rate (EMR): For the three (3) [2014, 2013, 2012] previous complete calendar years, submit your EMR (which compares your company’s annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so and explain why. Any extenuating circumstances that affected

the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

- 2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three (3) [2014, 2013, 2012] 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 and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.
- 3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety narrative shall be limited to two pages.

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

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

- 1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.
- 2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.
- 3) Technical Approach for Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all

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

Factor 6 – Energy and Sustainable Design:

- (a) Solicitation Submittal Requirements: Provide the following information, which describes how the project will follow sustainable design contract requirements.
- 1) EPACT 2005 Energy Efficiency Narrative: Using the guidance outlined in Part 3 of this RFP, provide a detailed narrative to describe whether the proposed solution will meet the goal of a 30% energy reduction using the ASHRAE Std 90.1-2007, Appendix G, Building Performance Rating Method, excluding receptacle and process loads. Provide the proposed percent energy reduction. Provide the assumptions the Offeror will use to obtain a high-performance building, which will comply with these energy reduction goals. Describe the Offeror's proposed building modifications with regards to windows U-value and solar heat gain coefficients (SHGC), wall and roof insulation values (U-values), HVAC system, water heating systems, lighting systems, and control systems. Organize/divide the assumptions into three areas; building envelope, mechanical systems, and electrical systems. If the Offeror cannot achieve the 30% reduction within the budget identified, the Offeror shall state what percent energy reduction is proposed within their proposal. Do not exceed two (2) double-sided pages (or four (4) single-sided pages). Note: Building performance rating and percent energy reduction are calculated in terms of energy rather than energy cost.
  - 2) Whole Building Energy Simulation: Provide a Whole Building Energy Simulation summary following the procedure outlined in LEED 2009, Credit EAc1 – Optimize Energy Performance, Option 1 – Whole Building Energy Simulation, except utilize the “Baseline Building Performance Rating” and schedules shown in the RFP, Part 6, to demonstrate the percentage improvement in the “Proposed Building Performance Rating”. Provide the Whole Building Energy Simulation electronic file. Provide a completed Performance Rating Method Compliance Report, Table 3, page 279-283 in the LEED 2009 Reference guide for New Construction. Utilize the default simulation factors, schedules and energy rates included in the RFP, Part 6.
- (b) Basis of Evaluation: The Government will evaluate the Offeror's response to the Energy and Sustainable Design Factor considering the proposed energy savings.
- 1) EPACT 2005 Energy Efficiency Narrative: The Government will evaluate the Offeror's proposed energy budget reduction relative to EPAct 2005 energy efficiency goals, including evaluation of assumptions.
  - 2) Whole Building Energy Simulation: The Government will evaluate the Whole Building Energy Simulation to determine the validity of the design assumptions, thoroughness and accuracy of the Energy Simulation, and the percent improvement above the Government's “Baseline Building Performance Rating”.

## Factor 7 – Schedule:

- (a) Solicitation Submittal Requirements: Solicitation Submittal Requirements: Provide a contract schedule that includes all aspects of the pre-construction activities, design, major HVAC and electrical equipment procurement, medical equipment procurement, Furniture, Fixtures, and Equipment (FF&E) procurement, construction, and post construction activities for the phase construction to keep the Clinic operational throughout the contract duration. The project schedule shall include all activities that may affect the project timeline, including “other/off site” work/activities.

The schedule shall be based on Notice to Proceed (NTP) date of 1 October 2015. At a minimum the schedule shall address the following:

- ... Pre-Construction (administration, submittals, reviews & approvals)
- ... Pre-Design and Design Activities
- ... Procurement of Major HVAC and Electrical equipment, and long lead items (submittal preparation, submittal review & approval, fabrication and delivery)
- ... Procurement of Medical Equipment (submittal preparation, submittal review & approval, fabrication and delivery)
- ... Procurement of FF&E (submittal preparation, submittal review & approval, fabrication and delivery)
- ... Coordination Meetings
- ... Demolition
- ... Temporary Barriers
- ... Interior Build out & Finishes
- ... Start up, Testing, & Commission
- ... Transition period for Clinic personnel to move into completed Phases
- ... Project Close Out

Provide a Narrative and a Project Schedule in CPM format. The Narrative shall not exceed four (4) (or eight (8) single-sided pages) double-sided 8-1/2” x 11” pages. Provide the CPM format Project Schedule source file, a PDF file, and the Summary Level, and Critical Path Schedule, documenting any multiple Critical Paths in 11” x 17” pages, there is no page limit on the Summary Level, Critical Path and entire CPM schedule.

It is required that each individual phase of construction be completed and operational, including Medical Equipment, FF&E, and placement Clinic personnel’s boxed personal items in their designated locations. There will be a 30 day transition period for Radiology Department for the Government Furnished-Government Installed (GFGI) X-ray and Pharmacy equipment. For all other phases the Clinic staff will have seven (7) calendar days to transition in each completed phase before the Offeror will be allowed to proceed to the next Phase. Overall construction duration from NTP is 731 days. Offerors proposed durations for individual Phases will become the contract duration for individual Phases. See phasing drawings for approximate limits of construction.

Phasing considerations (applicable to all phases):

- ... Major Mechanical and Electrical equipment shall be on site prior to beginning Phase One
- ... All Medical Equipment submittals and approvals must be complete prior to beginning Phase One

- ... All Medical Equipment for a phase must be present before the phase can begin.
- ... Pre-Medical Equipment and Pre-FF&E removal or termination:
  - o 60 calendar days prior to a phase start – all medical equipment affected during the phase must be listed and given to the contracting officer
- ... Pre-phase coordination meeting – 30 calendar days prior to start of each phase
  - o Include walk through of work areas
  - o Define temporary barrier locations
  - o Determine Access routes
  - o Validate long lead construction materials delivery
  - o ID, Tag and Review Medical Equipment & FFE requirements
  - o Completion/Closeout Meeting 14 calendar days prior to phase completion
- ... Coordinate Roofing system with each phase to minimize penetrations and re-work.

Phase One: Includes the following renovation:

- 1) IT/Server Room – Room 170
- 2) Dental Equipment Room – Room 173
- 3) Allow 14 calendar days for owner move of IT/Servers
- 4) Preparation of Swing space, Building 45

Phase Two: Includes the following renovation:

- 1) Dental Area
- 2) Radiology
- 3) South Mechanical Room (Cannot start without major HVAC equipment on site)

Phase Three: Includes the following renovation:

- 1) North Mechanical Room
- 2) Main Entrance Bathrooms
- 3) Medical Home Port
- 4) Administration
- 5) Staff Lockers
- 6) Staff Lounge
- 7) Ambulance Shelter Demo

Phase Four and Five consist of sub-phases, each of which must be complete before moving to the next sub-phase.

Phase Four:

Phase Four, Sub-Phase A: Includes the following renovation:

- 1) Complete Medical Home Port
- 2) Behavioral Health

Phase Four, Sub-Phase B: Includes the following renovation:

- 1) Medical Records
- 2) Pharmacy

Phase Four, Sub-Phase C:

- 1) Pathology
- 2) HBA
- 3) Optometry

Phase Five:

Phase Five, Sub-Phase A: Includes the following renovation:

- 1) Complete Medical Home Port
- 2) Complete Main Hallway
- 3) Main Entrance
- 4) Main Public access through Main Entrance phase

Phase Five, Sub-Phase B: Includes the following renovation:

- 1) Logistics
- 2) Mechanical Room
- 3) Physical Therapy
- 4) Existing Central Sterile

- (b) Basis of Evaluation: The Government will evaluate the Offeror's contract schedule to the overall contract duration provided in the RFP. The Government's evaluation of the Offeror's proposed schedule is a means of determining whether the contractor understands the scope of work, approaches the tasks in a logical and effective manner, and thoroughly understands the required phased construction.

**PHASE II: Price:**

- (a) Solicitation Submittal Requirements:

The price proposal shall be separate from the technical proposal. Submit one (1) original, one (1) copy, and one (1) electronic copy (CD/DVD) of the solicitation submittal requirements.

- (b) Basis of Evaluation:

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

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the Independent Government Cost Estimate.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

CLAUSES INCORPORATED BY REFERENCE

52.203-11

Certification And Disclosure Regarding Payments To  
Influence Certain Federal Transactions

SEP 2007

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-6	Place of Performance	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.219-1 Alt I	Small Business Program Representations (Oct 2014) Alternate I	MAY 2014
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2001
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.223-1	Biobased Product Certification	MAY 2012
52.225-2	Buy American Certificate	MAY 2014
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	DEC 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( \_\_\_ ) is a women-owned business concern.

(End of provision)

##### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(2) The small business size standard is [insert size standard].

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

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

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

(  ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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 FAR Clause      Title              Date              Change

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

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) 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;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) 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.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on

the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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

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

(b) An organized site visit will be scheduled for those Offerors selected to participate in Phase II. Date and Time of the Site visit is TBD.

(c) Participants will meet at-- TBD

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2014) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-1	Buy American--Supplies	MAY 2014
52.225-11 Alt I	Buy American-Construction Materials Under Trade Agreements (NOV 2013) Alternate I	MAY 2014
52.225-12 Alt I	Notice of Buy American Requirement - Construction Materials Under Trade Trade Agreements (Feb 2009) - Alternate I	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997

52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-3	Value Engineering--Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984

52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts) (Deviation 2013-O0014)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7020	Rights In Special Works	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **.731 days after contractor receives notice to proceed**. 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 by Phase to the Government in the amount as shown in the table below for each calendar day of delay until the work is completed or accepted.

<u>Phase</u>	<u>Liquidated Damages Amount per day</u>
Phase 1	\$2,502.12
Phase 2	\$2,104.09
Phase 3	\$1,512.42
Phase 4	\$1,641.51
Phase 5	\$1,071.36

(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)

##### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
---	--------------------


(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twelve (12)** 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)

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

Routing Data Table\*

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

**A full RFP package, including partial design(s), will be provided with the Phase II amendment.**

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL _____		_____

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

#### 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

#### 5252.211-9301 PHASED CONSTRUCTION SCHEDULE (SEP 1996)

Within the overall project schedule, commence and complete the work in phases. **The overall project duration is 731 days from Notice to Proceed, with five individual phases of construction. The Best Value Source Selection Schedule Factor requires the offerors to propose durations for each of the five phases. The successful offeror's proposed durations for each phase will become the contract duration for individual Phases.**

The work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted.

#### 5252.228-9302 BID GUARANTEE (OCT 2004)

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

#### 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

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

- 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.

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.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run 10 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

#### 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 4 hours.

(b) 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.

#### 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

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

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

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

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

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

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

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

Electric - Water - Compressed Air

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

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

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

#### 5252.236-9310 RECORD DRAWINGS (Oct 2004)

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

#### 5252.236-9312 DESIGN-BUILD CONTRACT- ORDER OF PRECEDENCE (AUGUST 2006)

As prescribed in 36.5100(g), insert the following clause:

(A) In the event of a conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
  - (a) Any portion of the proposal that exceeds the final design.
  - (b) Any portion of the final design that exceeds the proposal.
  - (a) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
  
- (2) The requirements of the solicitation, in descending order of precedence:
  - (a) Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates.
  - (b) Part 1 - Contract Clauses.
  - (c) Part 2 - General Requirements.
  - (d) Part 3 - Project Program Requirements.
  - (e) Part 6 - Attachments (excluding Concept Drawings).
  - (f) Part 5 - Prescriptive Specifications exclusive of performance specifications.
  - (g) Part 4 - Performance Specifications exclusive of prescriptive specifications.
  - (h) Part 6 - Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto.

(END OF CLAUSE)

**5252.236-9313 Design-Build Contract - Incorporation of Designer-of-Record Final Design (Jul 2008).** As prescribed in 36.5100(i), insert the following clause:

**DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN (JUL 2008)**

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract. (End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding

upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X\_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X\_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

\_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

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

Within 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.

Section 00800 - Special Contract Requirements