

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N62473-15-R-1012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17-Aug-2015	PAGE OF PAGES 1 OF 85
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY NAVFAC SOUTHWEST POINT LOMA FEAD/CODE ROPML NAVAL BASE POINT LOMA 4635 PACIFIC HWY SAN DIEGO CA 92110-2756 TEL: _____ FAX: _____	CODE N62473	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: _____ FAX: _____
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9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>
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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):*

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) JOB ORDER CONTRACT (JOC) 8(A) SET-ASIDE FOR GENERAL CONSTRUCTION ADDRESSED UNDER NAICS CODE 238220, TO PROVIDE PLUMBING, HEATING AND AIR CONDITIONING. THE WORK CONSIST OF NEW CONSTRUCTION, RENOVATION, REVITALIZATION, ALTERATION AND REPAIR AT VARIOUS LOCATIONS LOCATED AT NAVAL BASE POINT LOMA AND OTHER AREAS UNDER THE COGNIZANCE OF FEAD POINT LOMA.

This is a competitive Low est Price Technically Acceptable (LPTA) procurement will be limited to 8(a) firms w ith the assigned NAICS code of 238220. It has been determined that competition will be limited to 8(a) firms located w ithin the geographical area serviced by the San Diego District Office, and other 8(a) construction firms w ith a bona fide place of business w ithin the geographical competitive area, and the assigned NAICS code. "All other 8(a) BD Participants are deemed ineligible to submit offers"

Size Standard: \$15 Million
Task order range: \$2,000 to \$500,000

11. The Contractor shall begin performance w ithin 15 calendar days and complete it w ithin 365 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See _____ .)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate w ithin how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the w ork required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 31 Aug 2015 *(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) w ork 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 w ill not be considered and w ill be rejected.

Section A - Solicitation/Contract Form

SOLICITATION/CONTRACT FORM**SECTION A**

Solicitation/Contract Form

A.1 TABLE OF CONTENTS**TABLE OF CONTENTS**

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A.2 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. Refer to FAR Clause 52.216-1, Type of Contract (Apr 1984) in Section L. The performance period will be for a base year and four (4) twelve (12) month option periods. One contract will be awarded. The anticipated base performance period will be from September 16, 2015 thru September 15, 2016. Anticipated option periods will be:

September 16, 2016	-thru-	September 15, 2017
September 16, 2017	-thru-	September 15, 2018
September 16, 2018	-thru-	September 15, 2019
September 16, 2019	-thru-	September 15, 2020

A.3 SET-ASIDE DETERMINATION

In accordance with FAR, Subpart 19.805 Competitive 8(a), it has been determined that competition for this procurement will be limited to 8 (a) contractors, with the assigned NAICS code of 238220, Plumbing, Heating and Air Conditioning, with a size standard of \$15 million.

A.4 STANDARD EXECUTION PROCEDURES

The NAVFAC SW FEAD Point Loma Contracts Team is the procuring office and is responsible for all contractual matters related to the basic contract. Individual task orders will be issued and administered by the Contracting Officers at FEAD Point Loma.

A.5 SUMMARY OF SOURCE SELECTION PROCESS

The Government intends to evaluate offers and award a contract without discussions (except for clarifications, as described in FAR 15.306(a)). Therefore, your initial offer should contain your best terms from a 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, the Source Selection Board will limit the review of the three Lowest Priced Technically Acceptable (LPTA) offers. Information regarding the source selection process, content of proposals, evaluation of proposals, and LPTA evaluation criteria to be used is located in Sections L and M.

A.6 PRE-PROPOSAL/SITE VISIT CONFERENCE

The Government will conduct a Pre-Proposal Conference/Site Visit 10:00 AM local time (PST) on August 24, 2015. Pre-proposal site walk is mandatory. Email list of attendees (including Name of Company, Attendee Name, DOB, and Citizenship) to Mariangela Monsalve at mariangela.monsalve@navy.mil. No more than three people per company will be allowed.

A.8 DUE DATE FOR TECHNICAL AND PRICE PROPOSAL

RFI'S are due by 2:00 PM local time (PST) on August 26, 2015 and the Government will reply to RFI'S no later than August 26, 2015.

Proposals are due by 2:00 PM local time (PST) on August 31, 2015 refer to Section A.11, for proposal delivery address. The offeror agrees to hold its offer firm for 120 days from the date specified for receipt of proposals. See Section L, Proposal Submission Requirements for more information.

A.9 DATABASE REGISTRATION

a. System **for Award Management (SAM)**: In accordance with FAR Clause 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) and DFARS Clause 252.204-7004 ALTERNATE A – SYSTEM FOR AWARD MANAGEMENT (JANUARY 2015) apply to this acquisition. See full text of each clause in Section I.

All contractors must be registered in the SAM database prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement, in order to be eligible to receive an award. SAM is the primary registrant database for the U.S. Federal Government. SAM combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM includes the functionality from the following systems:

- * Central Contractor Registry (CCR)
- * Federal Agency Registration (FedReg)
- * Online Representations and Certifications Application (ORCA)
- * Excluded Parties List System (EPLS)

SAM collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. On-line registration instructions can be accessed from the SAM home page at: www.sam.gov.

b. **VETS-4212**:

Legislatively mandated under 38 U.S. Code, Section 4212, codified at 41 CFR Section 61-300, respectively, contractors and subcontractors who enter into, or modify a contract or subcontract with the federal government, and whose contract meets the criteria set forth in the above legislation/regulations, are required to report annually on their affirmative action efforts in employing veterans. VETS has a legislative requirement to collect, and make available to OFCCP, reported data contained on the VETS-4212 report for compliance enforcement. <http://www.dol.gov/vets/vets4212.htm>.

c. **Executive Compensation**: In accordance with FAR Subpart 4.14, Reporting Executive Compensation and First-Tier Subcontract Awards, and the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), all Offerors are required to report subcontract award data and the total compensation of the five most highly compensated executives of the contractor and subcontractor. Refer to FAR Clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) in Section I. On-line registration and instructions can be accessed from the Federal Funding Accountability and Transparency Act (FFATA) homepage at: <https://www.fsr.gov/>.

A.10 TECHNICAL/CONTRACTUAL INQUIRIES

Technical/contractual inquiries shall be directed to the Contract Specialist, Mariangela Monsalve, at the address listed in SF 1442, block #7, or by telephone at (619) 524-8534, or by e-mail at mariangela.monsalve@navy.mil

A.11 POINTS OF CONTACT

The NAVFAC FEAD Point Loma Contracts Team is the procuring office for this basic contract and is responsible for all contractual matters related to the basic contract. Mailing address (US Postal Service, FedEx, or UPS delivery):

FEAD Point Loma
Code OPML
4635 Pacific Highway
San Diego, CA 92110

Primary POC: Mariangela Monsalve, Contract Specialist
Phone: (619) -524-8534

Email: mariangela.monsalve@navy.mil

FEAD Point Loma
Code OPML
4635 Pacific Highway
San Diego, CA 92110

Primary POC: Lisa Dela Peña, Contracting Officer
Phone: (619) -524-8541

Email: lisa.delapena@navy.mil

End of Section A

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>NAICS 238220 PLUMBING, HEATING FFP</p> <p>INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) JOB ORDER CONTRACT (JOC) 8(A) SET-ASIDE FOR GENERAL CONSTRUCTION ADDRESSED UNDER NAICS CODE 238220, TO PROVIDE PLUMBING, HEATING AND AIR CONDITIONING. THE WORK CONSIST OF NEW CONSTRUCTION, RENOVATION, REVITALIZATION, ALTERATION AND REPAIR AT VARIOUS LOCATIONS LOCATED AT NAVAL BASE POINT LOMA AND OTHER AREAS UNDER THE COGNIZANCE OF FEAD POINT LOMA.</p> <p>Size Standard: \$15 Million Task order range: \$2,000 to \$750,000</p> <p>FOB: Destination</p>		Each		

NET AMT

SUPPLIES OR SERVICES AND PRICE

SECTION B

SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COST

B.1 OFFERS

1. The offeror must submit one coefficient factor for each line item below, supported by a detailed cost breakdown on how the coefficient factors were developed. Refer to Paragraphs B.2, B.3, and Section L (Volume II Cost) for instructions on submitting cost proposals.

FEAD POINT LOMA

<u>CLIN</u>	<u>DESCRIPTION</u>	
0001	San Diego County	<u>\$ 10,000,000.00</u> (includes base period and option years)
9000	Exhibit Line Item Numbers (ELINS)	

FFP – Applicable for the Base year (See Exhibit A below)

ELIN FFP - Coefficient applicable to current R.S. Means (MEANS)

Cost Data

COEFFICIENT

A001 FFP - Coefficient Commercial / Facilities Cost Data _____

Pre-priced line items

A002 FFP - Coefficient Commercial / Facilities Cost Data _____

Non Pre-priced line items

2. As detailed in Section L, for each coefficient factor provided above, the offeror shall provide, with the cost proposal, a detailed breakdown of each factor. The breakdown shall indicate the amount of each item listed in section B.2 below contributing to the whole coefficient factor. The sum of those item contributions must add to the actual coefficient factor submitted, for each line item.

B.2 OFFEROR’S COEFFICIENT AND PRE-PRICED WORK

1. The offeror’s coefficient is a multiplier that represents costs (generally indirect costs) to be applied to the work item unit price information from the MEANS Cost Data books or software. The offeror’s coefficient shall account for a wide variety of risks of doing business, including but not limited to, overhead and profit, insurance, taxes, licenses and fees, waste and excess materials, compliance with environmental and safety laws, project management, scoping meetings with Government personnel and a variety of other overhead costs items. Examples of such costs are gross receipts taxes, payroll taxes, superintendents’ salaries, builder’s risk insurance, mobilization and demobilization expenses, project estimating, site office overhead, field office building (if any), furniture, equipment, on-site administrative staff salaries, vehicle and construction equipment maintenance, office administrative expenses, and proportional share of home office overhead. The coefficient shall also include all insurance, special clothing for workers, traffic barricades, additional supervision, as well as paperwork fees associated with a particular task order (i.e. submittals [asbestos removal plan, lead abatement plan, etc.], consultant fees, all on and off site storage, etc.). The coefficient factor should not include bonds premiums. The offeror’s coefficient must be all inclusive and shall apply for the prime contractor and all subcontractors.

Tools and Equipment. This is a representative listing of tools and equipment that apply to the various trades. These items are indicative of, but not limited to, those that the Contractor is expected to provide as part of normal overhead cost.

Airlines (drop line)	Hammers, hand	Saws, Power Miter Box
All hand tools	Hammers, chipping	Saw Horses
Awl	Hammer, Jack	Scaffolding, Portable. (8’ table height)
Axes	Industrial Vacuum and Hepa	

Brushes	Vac	Scrapers (hand held)
Barricades, Safety	Jack, Hydraulic (12 tons or less)	Screw Drivers
Bolt cutters	Knives	Screw Drivers, Electric
Barrier tape	Ladders (step to 12' and extension to 24')	Scribers
Broom	Lead Pot and Ladle	Shears (hand held)
Cable cutters	Levels	Shovels
Cable pullers/Hoist (hand held) Can Opener	Levels, Builders	Sledgehammers
Calking Gun	Level, laser	Squares
Caulking/Yarning Irons	Lighting. Temporary (up to 6 each)	Staplers, Air/Hand
Chain Saw	Nailer, Pneumatic	Steel Framing Tools, Lightweight Steel Framing
Chisels	Nail Sets	Tampers (hand held, non-powered)
Clamps	Picks	Tapelines
Cleaning Equipment (hand held)	Planes, (hand held)	Tarpaulins (12' X 24" maximum of 5 each)
Compressor (sized as required to run tools)	Planes, Electric, (hand held)	Temporary Lighting (400 square feet)
Conduit bender	Pliers	Tin Slips
Crow Bars	Powder Actuated Fastening Tools	Torch, hand
Dividers	Plumb Bob	Torch Igniters
Drift Pins	Pot Hook	Trash Receptacles (35/gallon, 4 each)
Drill, pneumatic	Personal Protective Equipment	Trowels (non-powered, hand held)
Drill, pneumatic bits (up to 1 ¼ dia.)	Punches	Tool Boxes (personal)
Drill, Motors (hand held)	Rake	Traffic cones
Drill, Bits	Rasps (files)	Tubing Cutters (hand held, non-powered)
Drill, Hole Saw	Reinforcing steel, Shear and Bender	
Drill, Rotary hammer (up to 1 ¼ dia.)	Rivet Sets (Light, hand held)	

Extension Cords	Rollers-Flooring	Vacuum, wet/dry (5 gal)
Files (hand held)	Rules	Vehicles (up to 1.5 ton)
Fish tapes	Safety Equipment (PPE)	Vice
Gloves	Safety fencing (orange plastic)	Volt Meter, volt/ohm meter
Flash Lights	Sanders (hand held)	Wheel Barrow (non-powered)
Floats (hand held)	Saws, Hand	Wire Strippers
Groover, Pipe (hand held)	Saws, Electric Hand, Circular	Wrenches
Hacksaws	Saws, Electric Hand, Reciprocating	
Hot Tap (hand held)	Saws, Backsaws and MiterBox	

2. The coefficient shall include all other administrative costs not specific to the task order and any other factor(s) the offeror deems necessary to cover all contingencies in connection therewith, since no allowance will be made later for additional costs.

3. The coefficient will be used in establishing the price for task orders and modifications. The coefficient is multiplied by the sum of bare costs (no O&P) for line items identified within the current edition of the MEANS Cost Data books or software that correspond to task order work items, to arrive at the sub-total proposed cost of any given task order. The Performance and Payment Bonds, required if applicable, premium rate shall be applied to the sub-total for a grand total task order price. Task orders valued at \$30,000.00 and above will require Performance and Payment bonds.

4. The current edition of the MEANS Cost Data books or software shall be used in each year of the contract, including the most current quarterly updates for all costs. The volumes/titles within the MEANS Cost Data books or software to be consulted and used to identify pre-priced work items (as listed by preference below) are as follows:

Facilities Construction Cost Data
 Repair and Remodeling Cost Data Mechanical Cost Data
 Electrical Cost Data
 Plumbing Cost Data
 Building Construction Cost Data
 Heavy Construction Cost Data
 Site Work and Landscape Cost Data
 Interior Cost Data

As each new MEANS Cost Data book or software is released, it will be used for all pricing within that year, including quarterly updates. For example, if the base year occurs in 2014, the 2014 edition shall be used with the most up to date quarterly update; upon release of the 2015 edition, all subsequent work shall

be priced using the 2015 edition (and current quarterly update), until the next edition is released. For purposes of task order negotiations, the MEANS Cost Data book or software and current quarterly update in effect at the time the task order Request for Proposal (RFP) is due will be used for negotiating purposes. Similarly, any modifications made to a contract task order will incorporate the MEANS edition and quarterly update in effect at the time the modification RFP is due. The offeror is responsible for purchasing and maintaining its own current edition of the MEANS Cost Data books or software products for this purpose, and installing quarterly updates as they become available.

The City Cost Index is a multiplier used to adjust construction costs to a particular geographic location. Bare costs in the UPB represent the U.S national average. To adjust costs to a particular geographic location, the Weighted Average CCI is applied to the bare cost. The CCI for San Diego shall apply to all work under this contract. CCI rates are found in the Reference Section of the R.S. Means Cost Data Book.

5. Bare costs of line items/descriptions within the MEANS Cost Data book or software, by which the coefficient is multiplied to arrive at the task order proposal pricing, are "pre-priced". Items not available with the MEANS Cost Data book or software, or identified below as such, are "non pre-priced". Line items within the Cost Data book or software which are listed under different titles with similar descriptions, but with different unit prices, or work items that could be interpreted within the software to be included by more than one line item shall be negotiated to arrive at one of the pre-priced line items within the software.
6. Coefficients will not be adjusted for any other changes or circumstances encountered during the life of the contract – the coefficients will remain unchanged throughout any given contract or option year.
7. Report proposed coefficients within the offeror's proposal as follows: An offer of "net" would be represented by "1.0" (no cost above MEANS bare costs as described above). An example of a decrease from the bare prices listed in MEANS would be "0.90". An example of an increase above the bare prices in MEANS would be "1.10".

B.3 NON PRE-PRICED WORK

1. Only non pre-priced work that is incidental to pre-priced work shall be considered to be within the scope of this contract. If the value of non pre-priced work exceeds 49% of the total task order cost it will **NOT** be considered incidental, and the project will not be executed under this contract.
 - A. Incidental non pre-priced work may include minor facilities engineering work items that are not specifically included in the MEANS Cost Data books or software but that are within the basic intent and general scope of the contract and are incidental to a pre-priced work item.
 - B. Incidental non pre-priced work will be negotiated on a work item-by-work item basis. MEANS or its factor used for calculating the pre-priced items will not be used to compute the cost proposal of the non pre-priced items.
2. The pre-priced coefficient is not applied to non pre-priced items. After the bare costs of these items have been negotiated, the non pre-priced coefficient will be applied to the agreed to bare costs of non pre-priced items.

B.2 CONTRACT TYPE

This is a Firm Fixed Price (FFP) Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order Contract (JOC) for Plumbing, Heating and Air Conditioning work as defined under NAICS 238220 specifically located at Naval Base Point Loma and other areas under the cognizance of FEAD Point Loma.

B.3 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in the ORDERING clause (DFARS 252.216-7006 [MAY 2011]), the Government shall place orders totaling a minimum of \$5,000.00 for the life of the contract. The total value of this contract, including option years, shall not exceed \$10,000,000.00. Individual task orders may not exceed \$750,000.00 for the award amount.

B.4 DEPARTMENT OF LABOR DAVIS BACON WAGE DETERMINATION:

In accordance with FAR 52.222-6, DAVIS BACON ACT (JUL 2005), each individual task order RFP shall be priced to include the current applicable Department of Labor (DOL) Davis Bacon Wage Determination (See Section J, Exhibit I) for San Diego County.

Any changes in the applicable minimum hourly rates of wages during the entire term of the contract including any option years shall not affect the unit price to be paid by the Government for work performed under the contract. A current Davis-Bacon Wage Determination will be incorporated into the contract upon exercise of each option year without adjustment.

B.5 BID GUARANTEE, PERFORMANCE AND PAYMENT BONDS, ADDITIONAL BONDING REQUIREMENTS

Bonds are required for this contract. Refer to Section H, PERFORMANCE AND PAYMENT BONDS, ADDITIONAL BONDING REQUIREMENTS and Section I, FAR Clauses 52.228-1 BID GUARANTEE (SEP 1996), 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (OCT 2010), 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997), and NFAS Clauses 5252.228-9302 BID GUARANTEE – ALTERNATE I (OCT 2004) and 5252.228-9305 NOTICE OF BONDING REQUIREMENTS – ALTERNATE I (DEC 2000).

End of Section B

Section C - Descriptions and Specifications

DESCRIPTION/SPECIFICATIONSDESCRIPTION/SPECIFICATION/WORK STATEMENT**C.1 GENERAL INTENTION**

It is the intention of this solicitation to procure Plumbing, Heating and Air Conditioning work as defined under NAICS 238220 at various Naval Base Point Loma and other areas under the cognizance of FEAD Point Loma, by means of awarding an indefinite-quantity contract at pre-determined unit prices and bid price coefficient, effective for a base period of twelve (12) months. The contract also provides for additional option periods, for a total contract period of sixty (60) months to be exercised at the discretion of the Government. Delivery or performance periods shall be specified in individual delivery orders issued hereunder. Individual order performance time will be in accordance with Section F, ORDERING OF WORK.

C.2 STATEMENT OF WORK**1. PURPOSE**

The purpose of this Job Order Contract (JOC) is to provide Plumbing, Heating and Air Conditioning work as defined under NAICS 238220 with minimal design requirements for new minor construction, facility repair, rehabilitation, and alterations for a broad range of renovation and construction work. This JOC is intended to provide rapid response for construction, maintenance, rehabilitation and repair of real property in a cost effective manner. Task orders for design only shall not be placed against the contract. However, minimal design services related to construction may be required. Firm-fixed-price task orders for construction will be placed against the contract. The successful offeror must be able perform multiple task orders in multiple locations simultaneously.

This JOC will be used as one of many tools for a contracting method available to the Government for the types of construction services as referenced above that may be required by the agency. All task orders issued under this contract will be reviewed and deemed appropriate for this acquisition method.

2. DESCRIPTION

The successful offeror shall provide, upon receipt of a task order, all labor, materials, supplies, parts (to include system components), plant, supervision, equipment, and related services, (except when specified as Government furnished), for projects including, but not limited to, new minor construction, facility repair, rehabilitation, and alterations for a broad range of renovation and construction work. The work will be performed in strict accordance with all terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in the RFP for the task order or incorporated by reference.

Work and responsibility shall include all project planning, scoping meetings, programming, administration, and management necessary to provide support for task orders awarded. Conduct the work in strict accordance with the contract and all applicable Federal, State, and local laws, regulations, codes, or directives. Provide related services such as preparing and submitting required reports, perform administrative work, and submit necessary information as specified under this contract and within each task order. Ensure that all work provided meets the scope of work for each task order and any special specifications included with the individual task order or included in any applicable documents.

The Government will provide a detailed scope of work, detailing the work to be accomplished. Depending on the complexity of the project, the detail provided may vary from a general idea of what is required, with no drawings, to complete design documents. The Contractor shall use the information provided by the Government and submit a complete proposal. For task orders where the Government provides no drawings, the Contractor shall provide sketches to clearly show an understanding of what work is included in the proposal.

Complete all work and services under this contract in accordance with schedules established in each task order. Submittal dates will be included in the task order. These dates identify when submittals are due in the issuing office and other addresses identified in the task order. Types and numbers of submittals and dates and places for review meetings shall be established by each task order.

EMERGENCY RESPONSE

The contractor is required to delegate an Emergency Point of Contact (POC) in case of an emergency and respond to the Government situation within 24 hours from the time the notification is received.

3. **DEFINITIONS**

The following terms apply to this contract (the list is not all inclusive):

Abbreviations, Plural Words – Abbreviations, where not defined in Contract Documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the COR or Contracting Officer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of Contract Documents.

CO – Contracting Officer. The official given authority to bind the Government to contracts. They have authority to enter into, administer, or terminate contracts and make related determinations and findings.

Contractor – A corporation, partnership, joint-venture, business association, firm, individual or association that has entered into a contract with United States for the purpose of providing supplies, materials, equipment, or services. The Contractor provides similar supplies and services contemporaneously to the general public under terms and conditions similar to those offered to the Government. Herein, the term contractor is used to describe the successful offeror, awarded the JOC described by this document.

Construction: The action taken to accomplish construction; i.e., repair, renovation, minor new construction.

COR – Contracting Officer's Representative. For the purposes of this contract, the Contracting Officer's Representative is an Architect or Engineer with authority delegated by the Contracting Officer to manage day-to-day contract operations and inspect Contractor work, and who represents the Government.

Task Order: an individual requisition for construction services ordered against this Job Order Contract (JOC), as described within the scope of work, specifications, drawings, sketches or other project documentation issued with the request for proposal for the task order. Each task order is solicited, proposed, negotiated, and awarded individually, under the JOC.

Directed, Requested, Approved, Accepted, etc. – These terms imply "by the Contracting Officer", unless otherwise indicated. Approved by COR or Contracting Officer in no way releases the Contractor from responsibility to fulfill requirements of the Contract Documents.

Furnish – Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.

Incidental (work, waste, etc.) – items that are minor in nature, necessary to perform the work as described, but not of such magnitude as to require a line item in a cost proposal. Examples include: preparation necessary to perform the work as described but that is not typically accounted for by a line item cost, waste of 15% or less on installed materials, small amounts of fasteners and fittings that are not typically tracked individually, hand tools that are not exhausted in a single use, pick up or delivery of incidental items, etc.

Independent Review – The Government may, at its expense, obtain an independent review of the Contractor's work. The independent reviewer shall be a person or business qualified to perform the work the Contractor is performing. The person designated to conduct the independent review should not have had previous personal involvement in the project. The Government may have the project reviewed by the local jurisdiction, an Engineering firm not involved in the contract, or by others.

Independent Testing Laboratory – An independent (from the Contractor) entity engaged for the project to provide inspections, tests, interpretations, reports and similar services.

Indicated – Shown on drawings by notes, graphics or schedules, or written into other portions of Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" have the same meaning as "indicated", and are used to assist the reader in locating particular information.

Install – Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

Installer – Entity (firm or person) engaged to install work, by Contractor, Subcontractor or Sub-subcontractor. Installers are required to be skilled experts in work they are engaged to install.

Minimum Requirements – Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to the COR or Contracting Officer before proceeding.

Overlapping/Conflicting Requirements – Where compliance with two or more standards that establish different or conflicting requirements for minimum quantities or quality levels is specified, the most stringent requirement written directly into the Contract Documents is intended and will be enforced (generally), unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is acceptable. Refer uncertainties to the COR or Contracting Officer for a decision before proceeding.

Project Site or Site – Space available to the Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.

Provide – Furnish and install, complete and ready for intended use.

Site Survey: An inspection of a facility required to accomplish a design/build construction action and normally part of the work plan.

Transportation – movement, typically by motor vehicle, of personnel, material or equipment to, from or within the job site, necessary to assemble the work, receive materials/equipment on the site, or provide labor for the work. Does not include pulling waste dumpsters, which is included in the task order line item for trash disposal. Does not include transportation associated with mobilization/demobilization, such as moving large equipment (e.g., for

earthmoving), trailers, etc. Does not include cranes, concrete pump trucks, or other means of moving materials on site that are typically charged for separately, as dictated by industry standard.

Work Plan (Design): A detailed package consisting of single line diagrams, design, engineering calculations, criteria, manufacturers' data/cut sheets, specifications, estimates, etc., suitable to provide details to repair or construct a facility.

4. **OVERALL RESPONSIBILITY**

The Contractor shall be responsible for all site surveys, calculations, work plans, construction actions; equipment startups, and testing, repair, and/or training required for satisfactory completion of the work as required by each individual task order. This shall include, but not be limited to, providing labor, equipment, materials, applicable engineering documentation, and other necessary services and/or products for the construction, implementation, or testing that may be required by the individual task order.

5. **SUPERINTENDENCE**

Unless specified otherwise in the individual Task Orders, the Contractor shall provide supervision in accordance with FAR Clause 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (Apr 1984) as follows:

(1) When any combination of Task Orders, at any one geographic installation Ordering Office exceeds \$100,000, a minimum of one full-time superintendent is required at that installation/Ordering Office. The superintendent shall be at the installation/Ordering Office at all times when work is being performed.

(2) When any individual Task Order exceeds \$100,000, a full-time superintendent is required to be at the job site of that Task Order at all times when work is being performed.

The superintendent shall be able to converse in and understand the English language. If any Task Order involves non-English speaking workers, the Contractor shall provide the ability to translate instructions to the entire work force.

The superintendent may perform the duties of the Site Safety and Health Officer (SSHO).

The Contractor shall provide to the Contracting Officer for approval the names and qualifications of the proposed responsible superintendent(s) authorized to act for the Contractor.

The superintendent(s) shall be authorized by the Contractor to maintain sufficient civilian personnel to accomplish all phases of the work in a satisfactory and acceptable manner and to discharge for cause unsatisfactory employees.

It shall be the responsibility of the Contractor to provide a responsible official of the company to represent him in all matters pertaining to work under this contract. He shall be available, in person, by telephone, to respond to any and all problems to the Contracting Officer at all times when work is being performed.

The cost of superintendence is included in the contractor's coefficient and will not be compensated separately.

6. **PROJECT MANAGER**

The Contractor shall provide a responsible project manager to represent it in all matters pertaining to work under this contract. The project manager shall have the responsibility of overall supervisor, estimator and be responsible for management of all the ongoing and proposed projects. He/she shall be available in person, by telephone, or radio to respond to any and all problems during normal working hours. The contractor shall provide a detailed resume of

the proposed project manager for review and approval by the Contracting Officer. If during the life of this contract, the contractor changes or replaces the project manager, approval by the Contracting Officer is required.

The cost of project management is included in the contractor's coefficient and will not be compensated separately.

7. SITE SAFETY AND HEALTH OFFICER (SSHO)

The Contractor shall provide a Site Safety and Health Officer (SSHO) at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) person CANNOT perform the duties of the SSHO. The contractor shall provide a detailed resume of the proposed SSHO (if not the Superintendent) for review and approval by the Contracting Officer. If during the life of this contract, the contractor changes or replaces the SSHO (if not the Superintendent), approval by the Contracting Officer is required.

The cost of the SSHO is included in the contractor's coefficient and will not be compensated separately.

8. CODES AND STANDARDS

NAVFAC SW - Unified Facilities Guide Specifications Division 01 — General Requirements provided in Section J and the Unified Facilities Guide Specifications Divisions 02 through 48.

The current DOD Unified Facilities Guide Specifications (UFGS) consisting of Divisions 02 through 48 of specifications in the Construction Specifications Institute's (CSI) Master format are incorporated by reference. The intent of these specifications is to furnish industrial and/or commercial standards for design, construction, alteration, maintenance and repair of government facilities. Special requirements or/and edited specifications that are indicated in Task Order requests shall supersede any similar requirements noted in the reference guide or other specifications. The current UFGS can be found at the following website:

http://www.wbdg.org/ccb/browse_org.php?o=70

All work will be inspected in accordance with the requirements of this contract, the Task Order and applicable approved submittals. All work performed shall conform to the Unified Facilities Guide Specifications, standard industry work practices, and the provisions of this contract. Unless otherwise directed by the Contracting Officer all work shall be performed in accordance with the current International Fire Protection Association (NFPA) codes and standards, International Building Code, International Plumbing Code and International Mechanical Code. These Codes take precedence over all other direction that may be provided herein or with individual Task Orders UNLESS more stringent requirements are indicated on the Request for Task Order Work.

9. SAFETY REQUIREMENTS AND REPORTS

The Contractor shall conduct all work in a safe manner and shall comply with the requirements described in specification section 01 35 26 Governmental Safety Requirements, FAR 52.236-13, ACCIDENT PREVENTION (NOV 1991), as referenced in Section I, and the requirements described in Section J attachments.

The Contractor is subject to the safety and health standards of Occupational Safety & Health Act (OSHA), the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM-385-1-1), and Specification Section 01 35 29 "Safety and Occupational Health Requirements". Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 and the specification is a contractual matter. The most stringent requirement shall be followed where the documents are not consistent.

Prior to commencing work on the contract and/or individual Task orders, the Contractor shall meet with the Contracting Officer or designated representative to discuss and develop mutual understandings concerning the Contractor's administration of a Safety Program. The Government may inspect the construction site for OSHA and Navy violations. Abatement of violations shall be the responsibility of the Contractor. The Contractor shall assist inspectors from the Safety Office and federal or state OSHA offices if a complaint is filed. The Contractor shall pay promptly any fines levied by federal and/or state OSHA offices.

The Contractor shall identify all safety-related issues for each Task order. These items shall be monitored at all times while the project is underway and the results documented on the Supervisor's Daily Job-site Inspection Checklist form. The proposed "checklist" shall be submitted for approval as part of the Contractor's Safety Plan prior to the start of work on each Task order. Completed inspection forms shall be kept on file in the Contractor's office and shall be made available to the Government upon request.

The Contractor shall be responsible for the compliance of its subcontractor(s).

10. **QUALITY CONTROL PLAN**

The Contractor shall establish and maintain a complete quality control program in accordance with Specification Section 01 45 00.10 20 "Quality Control for Minor Construction" and FAR 52.246-12 INSPECTION OF CONSTRUCTION. This quality control plan shall be submitted to the Contracting Officer for approval within 30 days, or an agreed to shorter period, after contract award. This plan shall be capable of being adapted by means of a supplement to the main plan as required by individual task orders.

11. **PERMITS**

In accordance with the 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991), the Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required to perform work under this contract. All Contractor employees operating vehicles on Government property shall possess a valid state motor vehicle operator's license. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer and/or his designated representative before work commences and at other times as requested by the Contracting Officer and/or his designated representative.

12. **MULTIPLE TASK ORDER PERFORMANCE**

The Contractor shall have the ability to perform multiple task orders in multiple locations simultaneously in accordance with the terms and conditions of this contract.

13. **DOCUMENTATION**

The Contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation, dates and information necessary for its internal management as well as for Government management of the individual projects and the total program.

14. **PRESENTATIONS AND MEETINGS**

The contractor shall attend all necessary progress meetings, provide presentations as necessary, and attend/conduct other meetings as necessary to execute the work.

15. **STATION REGULATIONS**

The Contractor shall furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

Identification badges, if required, will be furnished based on the individual installation security procedures. Contractor is responsible for all costs associated with obtaining proper credentials, including participation in the NCACS/RAPIDGate program. The Contractor must immediately report instances of lost or stolen badges to the Contracting Officer.

Failure of contractor personnel to obtain entry approval will not affect the contract price or time of completion. All Contractor personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual Task Order or Station requirements provided at the preconstruction conference.

Contractor's personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only.

16. **SECURITY REQUIREMENTS**

In addition to other provisions of this contract, the following security requirements apply to all work performed under this contract:

The Contractor shall, after award of the contract, submit the following information for all employees (on letterhead signed by the Contractor): Contract number, completion date, type of work being performed, area(s) of access, names of employees working on contract including their social security number, date and place of birth, citizenship (alien registration number must be included for registered aliens), any vehicle (including license plate number) to be used. The Contractor shall also have the employees fill out any questionnaires and other forms required by Security. See below for additional site specific information.

Neither the contractor nor any of his employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

Disclosure of information to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C. Sections 793 and 798.

All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the activity Commander.

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

17. **PASSES AND BADGES**

Security badges will be issued, if required, to the Contractor and his employees in accordance with station regulations. Badges shall be issued as explained at the Preconstruction Meeting of the individual Task order. A copy

of the Station Security Regulations will be made available at that time. All badges must be returned or otherwise accounted for upon badge expiration or contract completion or upon termination of the employee. Lost or stolen badges shall be reported to the Contracting Officer immediately.

All Contractor and subcontractor personnel shall be required to possess and wear identification badges at all times when working within the confines of the individual military bases or other job site location under this contract.

Only bona fide contractor employees with Government issued passes and/or badges that perform duties authorized by the Contractor specifically for this contract shall be allowed at the work site. The presence of unauthorized personnel including guests, minor children, and other family members of Contractor personnel is strictly prohibited.

18. ACCESS TO BUILDINGS

It shall be the Contractor's responsibility to obtain access to buildings and facilities, and arrange for them to be opened and closed. Initial arrangements will be coordinated through the Contractor Officer or his/her authorized representative. If the Contractor cannot gain access to a work site, the Contractor shall notify the Contracting Office and/or his designated representative to reschedule a time with the building occupant.

Keys, when necessary, will be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of those buildings and facilities at all times during the performance of his duties.

The Contractor shall be responsible for the cost of any keys lost by his employees that were furnished by the Government. If the Contracting Officer determines a lock must be replaced because of the loss of a key by Contractor employees, the Contractor shall pay the cost of replacement. Similarly, the Contractor shall pay the cost of changing a combination or combination lock if the Contracting Officer determines that the combination may have been compromised.

19. ENERGY CONSERVATION

The Contractor shall participate actively in the activity's energy conservation program. The Contractor shall comply with the base energy conservation program as defined in local base regulations. Use of high energy consuming tools or equipment shall be approved by the Contracting Officer and/or a designated representative prior to use.

20. WATER CONSERVATION

The Contractor shall participate actively in the activity's water conservation program. The contractor shall comply with the base water conservation program as defined in local base regulations. The Contractor may represent his interest at all meetings of the Activity's Energy Conservation and Resource Management Committee. Use of high water consuming tools and equipment shall be approved by the Contracting Officer prior to use.

21. FIRE PROTECTION

The Contractor shall ensure that his employees shall know how to activate a fire alarm or otherwise notify the local Fire Department in the event of an emergency. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash. Contractor employees shall be trained to properly respond to a fire alarm or fire in accordance with activity instructions.

22. ENVIRONMENTAL PROTECTION

The Contractor is responsible for understanding and properly performing all requirements under federal, state, interstate, and local environmental laws, regulations and ordinances that are applicable to the work being performed

under this contract. This responsibility extends to securing all permits required by such laws, regulations, and ordinances.

The Contractor is responsible for advising its agents, employees, subcontractors, and other personnel who will perform operations, activities, or services under this contract of these requirements.

The Contractor is responsible for the following:

Notifying the Government promptly upon receipt of regulatory notices, orders, or requests for information, and promptly supplying copies to the Government.

Complying with environmental regulatory notices or orders to the extent attributable to the Contractor's conduct, regardless of whether or not the Contractor is the named recipient of the notice or order.

Correcting conditions of environmental noncompliance identified by the Government in the absence of regulatory non-compliance notices. This includes cleaning up any contamination released from Contractor operations, whether such contamination is on or off Government property.

The Contractor is responsible, upon Government request, for providing the Government and/or any regulatory agency with any information that may be required regarding the actual or potential environmental impacts of Contractor's operations. The information shall be timely and complete and in a form acceptable to the Government and/or the regulatory agency.

Soil disturbance in known or suspected contaminated or otherwise environmentally regulated sites will only be permitted after approval of an Environmental Plan.

23. **WILDLIFE PRESERVATION**

When work is located in a designated "wildlife preservation area" and before commencing work which may disturb wildlife; the Contractor shall obtain all necessary state, local and federal permits.

24. **TRAFFIC CONTROL**

The Contractor shall be responsible for providing all necessary traffic control, such as street blockades (including flashing lights), traffic cones, flagmen, etc., as required for each specific task order. Proposed traffic control methods shall be submitted to the Contracting Officer for final approval. A traffic control plan shall be prepared and sealed by a California registered professional traffic engineer. The plan shall include detailed drawings, descriptions, all detours and other modifications of traffic patterns. Plans shall be prepared in accordance with the most restrictive CALTRANS SSS, CALTRANS TC, MFHWA, MUTCD, all applicable base policies and ACOE Manual EM-385-1. No street shall be completely closed to traffic without the Contracting Officer's approval.

At the beginning of each working day the Contractor shall notify the Project Manager/s of the location(s) of work to be performed that day and the specific task order(s) which are to be accomplished that day.

25. **DISPOSITION OF WASTE MATERIAL**

All debris, rubbish, hazardous waste, and non-usable material resulting from the work under this contract shall be disposed of by the contractor at his expense off Government property, as specified in section J, specification 01 74 19, "Construction Demolition and Waste Management". The Contractor shall make every effort to recycle, refer to specification section 01 62 35, "Recycled / Recovered Materials".

All non-usable surplus material and debris resulting from work under these specifications shall be removed from the site by the Contractor at their expense. The Government retains salvage rights to any material of archaeological or historical value as determined by the Contracting Officer.

The Contractor shall remove all material not claimed for salvage by the Government and disposed of off base bi-weekly or as specifically agreed to in a specific Task order. The contractor shall dispose of hazardous waste in accordance with the Resource Conservation and Recovery Act and associated state and local regulations.

Salvage: Except where indicated and/or specified otherwise in other sections, all material and equipment removed, but not reused, shall become the property of the Contractor and shall be removed from Government Property. Title to all material resulting from demolition, and all material and equipment to be removed, is vested to the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

Reuse of Material and Equipment: Carefully remove and store materials and equipment specified to be reused or relocated to prevent damage, and reinstall as the work progresses.

Salvaged Materials and Equipment: Carefully remove materials and equipment that are specified to be removed by the Contractor and that are to remain the property of the Government, and deliver to a storage site, as directed.

All vehicles transporting waste and debris from the job site shall be suitable for the task, properly loaded, and covered to prevent spillage during transport.

26. UNDERGROUND UTILITIES

The Contractor shall be responsible to ensure all underground utilities have been surveyed and located prior to commencing any excavation activities. Utility drawings are available at each site/activity for review.

For Activities where the Government provides utility location services, the Contractor is responsible for all damages they impart to properly marked utilities. The Contractor shall promptly perform all necessary repairs at no additional cost to the Government.

For Activities where the Contractor is required to perform the utility locating and marking, the Contractor shall be responsible for all damages to existing utility lines where the utility line was reasonably locatable. Prompt repairs to those damaged lines shall be at no additional cost.

27. IDENTIFICATION OF CONTRACTOR VEHICLES

Each Contractor provided vehicle shall display the company name in a manner and size that is clearly visible at all times. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable. Contractor vehicles operated on Government property shall be maintained in good repair.

28. PROPOSED MATERIAL SUBMITTALS, CATALOG DATA, AND SAMPLES

Proposed material submittals required of the Contractor shall be made allowing sufficient time for processing, reviews, approval, and procurement before the Contractor is ready to use the material. Allow a minimum of five (5) days for routine approvals. Additional time may be required for complex reviews and for fire protection submittals. Where possible, the Government will return submittals in less than the above time frames. No material requiring

submittals shall be installed prior to written submittal approval. Submittals for long lead time manufacturer's items shall be submitted with the Contractor's proposal at the Government's request. Submittals shall be prepared and assembled as follows:

Submit five (5) copies of each submittal, unless specified otherwise in individual task order(s).

Present all submittals for each MEANS section as a complete bound volume, titled with the contract number, Task order number and project title.

Clearly mark each item that is proposed with its line item number.

Assemble each volume in the same numerical sequence as the line item number in the Task order.

Each copy of the submittal shall have a "Submittal Transmittal Approval Form", Section J, attachment, attached to the cover.

The Contractor shall certify on all submittals that the material being proposed conforms to contract requirements and can be installed in the space provided.

When required, catalog data shall be on printed pages on permanent copies of the manufacturer's catalogs.

Samples in the quantity specified shall be marked to show the name of the material, the name of the supplier, the contract number, Task order number, the segment of work where the material represented by the sample is to be used, and the name of the Contractor submitting the sample.

End of Section C

Section D - Packaging and Marking

PACKING AND MARKING

SECTION D
PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Any reports or other products to be furnished hereunder shall be adequately packaged, marked, and packed to ensure safe delivery at destination. All products must be clearly marked to identify the contents, the sender, and the individual/office to which being sent. All submittals shall be sent to the address in Block 6 of the individual Task Order DD Form 1155.

End of Section D

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

SECTION F
DELIVERIES OR PERFORMANCE

F.1 ORDERING OF WORK

As the need exists for performance under the terms of this contract, the Ordering Officer or his/hers authorized representative will notify the Contractor of an existing requirement. The information provided to the Contractor identifying the requirement will vary from a basic concept to full plans and specs.

Upon receipt of the notification of requirement, the Contractor shall respond to the needs of the Government within two (2) working days by:

- (1) Arranging a Site Visit to the proposed work site in the company of the Ordering Officer or his/her authorized representative; or
- (2) Establish verbal contact with the Ordering Officer or his/her authorized representative to further define the scope of the requirement as necessary.

1. JOINT SCOPING

The use of Joint Scoping between the Contractor and the Government is encouraged to fully identify the work needed to fulfill the requirement. If requested by the Contracting Officer or their authorized representative, Joint Scoping shall be accomplished as described herein.

When requested, a Joint Scoping Review shall be conducted to enable the Contractor to detail the project based on: information provided by the Government in writing (the scope of work); the conditions observed at the site; and discussion with the Government's authorized representatives. Any deficiencies, omissions, or conflicts in the Government's scope of work that are identified during the site visit shall immediately be brought to the attention of the Contracting Officer, in writing, for resolution prior to submission of the Contractor's proposal.

The Contractor may submit written recommendations for changes, deviations or value engineering alternatives to the Government's original project scope that will provide better quality, maintainability, constructability, operability, or price to the Government. The recommended changes to the Government's scope shall be clearly identified in the form of a narrative description, with drawings or sketches as necessary, and shall reference the technical specification requirements.

The Contractor shall submit the proposed Joint Scope to the Ordering Officer for review within three (3) days after the site visit (or longer for large [over \$250K] and more complex projects, as allowed by the Contracting Officer).

Upon establishment of the final scope of the individual task order, the Contractor shall then prepare his proposal for accomplishment of the task.

F.2 PREPARATION OF PROPOSAL**1. PRE-PRICED TASKS**

For pre-priced tasks the Contractor shall identify the task and quantities required from MEANS Cost Data Book or software. The Bare Cost unit price set forth in the MEANS Cost Data Book shall serve as the base price for the purpose of the operation of this provision. The Contractor's proposal shall include support documentation to

indicate that adequate engineering and planning for the requirement has been done and that the tasks proposed are reasonable for the work to be performed. Documentation to be submitted with the proposal shall include as appropriate, but not be limited to a detailed unit price estimate arranged in order according to the CSI format, Contractor prepared drawings, calculations, catalog cuts, specifications, architectural renderings; a preliminary schedule indicating mobilization, submittals, material lead times, performance, phasing, etc, the Government may duplicate, use, and disclose in any manner and for any purpose such documentation delivered under this contract.

a. When the MEANS line item price (including tax and City Cost Index) is significantly LOWER than the actual cost of an item due to extreme market volatility or other circumstances, the Contractor is permitted to submit a request to the Contracting Officer for conversion of an item to a non pre-priced item. The burden of proof demonstrating the conflict between MEANS and actual market conditions is on the Contractor. An item is considered significantly lower if the actual price is at least 25% more than the MEANS price (including tax and City Cost Index). For circumstances where the price difference is less than 25%, the Contracting Officer may convert items to non pre-priced on a case by case basis depending on the details and quantities involved.

b. When the MEANS line item price (including tax and City Cost Index) is significantly HIGHER than the actual cost of an item due to extreme market volatility or other circumstances, the Contracting Officer is permitted to require the Contractor to provide direct subcontractor or materials quotes for conversion of the item to a non pre-priced item. The burden of proof demonstrating the conflict between MEANS and actual market conditions is on the Government. An item is considered significantly higher if the actual price is at least 25% less than the MEANS price (including tax and City Cost Index). For circumstances where the price difference is less than 25% and the associated cost is more than \$15,000 on a single delivery order, the Contracting Officer may convert items to non pre-priced on a case by case basis depending on the details and quantities involved.

2. NON PRE-PRICED TASKS

As stated in Section B.3.1, only non pre-priced work that is incidental to pre-priced work shall be considered to be within the scope of this contract. If the value of non pre-priced work exceeds 49% of the total task order cost it will **NOT** be considered incidental, and the project will not be executed under this contract.

Non pre-priced tasks, if any, shall be separately identified and submitted in the Contractor's proposal. The MEANS Cost Data books are to be used for pricing of all materials and services, unless the material or services are not contained in the MEANS Cost Data books. The contractor may only use non pre-priced tasks when a specific material or task is not contained in the MEANS Cost Data books, has not been added to the pre-priced list via modification, and/or is less than 49% of the total task order price.

Information submitted in support of non pre-priced tasks shall include, but is not limited to, the following:

a. Complete specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.

b. Work schedule.

c. Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by the Contracting Officer, costing data will be submitted demonstrating that the Contractor sought and received three quotes.

f. The pre-coefficient price for the non pre-priced task will be negotiated by the parties, upon which the negotiated price will be multiplied by the Contractor's non pre-priced coefficient adjustment factor. This will result in the total non pre-priced task order price.

g. After the same non pre-priced task is used on three separate Task Orders, a unit price for such task will be established, following approval by the Ordering Officer, and fixed as a permanent pre-priced task that will no longer require price justification.

- h. The Ordering Officer's determination as to whether an item is a pre-priced task or a non pre-priced task shall be final, binding and conclusive.

F.3 SUBMISSION OF PROPOSAL

The Contractor's proposal shall be submitted by the date indicated on the Request for Proposal (RFP). The time allowed for preparation of the Contractor's proposal would depend on the complexity and urgency of the Task Order. On complex Task Orders, such as projects requiring approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents with the proposal and so reflected in the proposal due date entered on the RFP. In emergency situations and minor maintenance and repair Task Orders requiring immediate completion, the proposal may be required quickly and the due date will be so indicated on the RFP.

1. Proposals for modifications shall be priced from the MEANS Cost Data books and the appropriate City Cost Index and subcontractor quotes (if any), using the formats and coefficients established in the contract. In the event that a deductive modification is negotiated, the basis for pricing shall be the same as submitted under the original proposal.

2. Time for submittal of the Contractor's proposal for individual requirements will be as follows or as otherwise agreed upon by the Contracting Officer and the Contractor.

Estimated Project Cost (EPC) \$2,000 to \$25,000 – 5 working days
EPC \$25,001 - \$100,000 – 8 working days
EPC \$100,001 - \$250,000 – 12 working days
EPC \$250,001 - \$500,000 – 15 working days

Concept Study and Construction — as agreed by Contractor and Contracting Officer.

F.4 REVIEW OF PROPOSAL

1. The Ordering Officer will evaluate the Contractor's proposal and proposed tasks and compare these with the Government's cost estimate of the detailed scope of work to determine the reasonableness of approach, including the nature and quantity of tasks proposed.

2. The Ordering Officer reserves the right to reject a proposal for any reason, including, but not limited to: the quantities or tasks selected by the Contractor, schedule, inadequate documentation, unacceptable pricing for non pre-priced tasks, and selection of material, equipment or subcontractors. The Ordering Officer also reserves the right not to issue a Task Order if that is determined to be in the best interests of the Government or the proposed cost exceeds the Government estimate. The Contractor has no claim to recoup proposal expenses. The Government may pursue the performance of such work by other means.

3. Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness and reasonableness. If necessary, the Ordering Officer will arrange with the Contractor to discuss the scope of all pre-priced items and to negotiate all non pre-priced items and performance times. Upon completion of negotiations, the Ordering Officer will issue a Task Order to the Contractor. The Task Order may include changes to the scope of work (if applicable) as agreed upon in negotiations and the negotiated completion date.

F.5 ISSUANCE OF TASK ORDER

1. The Task Order document (DD Form 1155) is the Contractor's notice to proceed. The document is prepared by the Contracting Officer and is issued to the Contractor for work to be performed. Formal Modifications to the Task Order will be issued as necessary and may be amended on Standard Form (SF) 30 AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT (SF-30). Task Orders will be fixed priced with specific completion dates and shall clearly define the specific services to be performed or the performance desired. Each Task Order may include additional requirements beyond those already included or referenced in the basic contract.

a. Formal modifications to the task orders will be issued as necessary and may be amended on the SF-30.

b. In the event that the Government and Contractor fail to agree (in whole or in part), on the MEANS line item quantities, or non- pre-priced items, a Firm Fixed Price Task Order may be issued unilaterally. The Contractor shall then proceed with the work. During or after performance, the Contractor may seek resolution in accordance with FAR Clause 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991) cited in Section I.

2. Most Task Orders issued will be definitive (a defined price based on predetermined tasks and quantities). However, under emergency conditions, or when otherwise appropriate, the Contracting Officer may issue a non-definitive (lacking definitive tasks or quantities) Task Order which directs the Contractor upon issuance of the order to proceed with the work immediately. These unilateral orders will specify the work as non-definitive and will contain a maximum (not-to-exceed) dollar amount, against which the Contractor can submit invoices, during contract performance. The final price will be determined through negotiations to identify pre-priced and non pre-priced tasks and quantities.

a. Within two (2) working days from the notice to proceed, the Contracting Officer will conduct a joint scoping meeting with the Contractor to further identify the work and establish Task Order requirements. Following Government acceptance of the detailed scope of work, the Contractor shall prepare and submit a proposal as per Section F.2.

b. Following receipt of the Contractor's proposal, the Government will review the proposal as per Section F.4. Upon completion of negotiations, the Contracting Officer will issue a Modification to the Task Order to incorporate the detailed scope of work, other Task Order requirements, and the final Task Order price. Failure to reach an agreement on the final price will be settled in accordance with FAR Clause 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991) in Section I.

F.6 ORAL ORDERS

1. Only the Contracting Officer may issue oral orders in emergency circumstances. Oral order will be confirmed by issuance of a written task order within two (2) working days after the oral order is placed.

2. Orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within two (2) working days from the time of the oral communication modifying the order.

F.7 ORDER OF CONFLICTING TASK ORDER DOCUMENTS

In the event of any inconsistency in the written direction provided to the Contractor in the Firm Fixed Price Task Order documents, precedence will be as follows:

- a. Scope of Work
- b. Drawings
- c. Specifications

F.8 COMPLETION OF TASK ORDER

The Contractor shall complete all work by the required completion date specified in the Task Order. Where unforeseen conditions cause delays, the completion date may be extended only as negotiated and modified in the Task Order. Upon Task Order completion and Government acceptance of the work, the contractor shall complete a final release and submit it with a request for final payment.

The number of calendar days for Task Order completion is as follows unless the number of days is otherwise negotiated and agreed to by the contractor and the Contracting Officer.

Task Order Amount	Days
\$2,000-\$25,000	60
\$25,001-\$100,000	120
\$100,001-\$500,000	150
Over \$500,000	180 (Contractor is not required to accept orders over \$500K)

F.9 TASK ORDER LIQUIDATED DAMAGES

The Ordering Officer may include liquidated damages on individual Task Orders as determined necessary. If the Contractor inexcusably fails to complete work within the time specified in the Task Order, the Contractor shall pay liquidated damages to the Government for each calendar day of delay until the work is completed.

The following schedule will be used to calculate Task Order Liquidated Damages Cost per Calendar Day:

Task Order Amount	Liquidated Damages
Up to \$25,999.99	\$ 80
\$25,000 to \$49,999.99	\$110
\$50,000 to \$99,999.99	\$140
\$100,000 to \$499,999.99	\$200
Each additional \$100,000	add \$50

If the Government terminates the Contractor’s right to proceed, the resulting damages will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased cost occasioned by the Government in completing the work.

If the Government does not terminate the Contractor’s right to proceed, the resulting damages will consist of liquidated damages until the work is completed or accepted.

F.10 OMISSIONS

Omissions from the drawings or the mis-descriptions of details of work which are manifestly necessary to carry out the intent of the drawings and specifications or which are customarily performed, shall not relieve the contractor from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the drawing and specifications.

F.11 EXECUTION OF WORK

1. The Contractor shall submit Task Order preconstruction submittals within the specified times following issuance of the Task Order unless otherwise directed by the Contracting Officer:

- a. Construction Schedule Within 5 days
- b. Site Specific Activity Hazard Analysis Plan Within 10 days
- c. Material/Product Catalog Cut Sheets Within 10 days

2. Preconstruction Conference. Within seven (7) days after Task Order issuance, the Contractor shall schedule a Preconstruction Conference with the Ordering Officer to be held within fifteen (15) days after Task Order issuance.

3. Before any of the work is initiated under an individual Task Order, the Contractor shall furnish all drawings and submittals necessary for completion of work. The Contractor shall confer with the Contracting Officer and agree on sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, means of communications, the location of partitions, and rest rooms for Contractor's employees. The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the occupants of the buildings and normal activities of the station. Furniture and portable office equipment in the immediate area will be moved by the Contractor and replaced to its original position. If the work required by the Task Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by the Ordering Officer for replacement by the Contractor. If the situation does not allow for the moving of office equipment, furniture, etc., the Contractor is required to cover/protect at his/her own expense. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas, which shall be completed before work in other sections, or divisions have begun.

4. Materials and equipment may not be stored at the jobsite lay down area after work hours unless approved in advance by the Contracting Officer. There will not be office space available at any location. All job site lay down areas are dependent upon Task Order size and location of the work. Job site availability will be included with each RFP and resulting Task Order.

F.12 PARTNERING

To most effectively accomplish this contract, the Government requires the formation of a cohesive partnership with the Contractor and its subcontractors. The partnership will draw on the strength of each organization in an effort to achieve a quality project done right the first time, within the budget, on schedule, and without any safety mishaps. This level of partnering discusses partnering concepts and benefits, and should become a part of the preconstruction conference. The senior Government representative and senior Contractor representative present will jointly host the partnering sessions. The partners will determine the frequency of the follow-on sessions. Partnering sessions should be held at or near the location of the activity contracting office. The participants shall bear their own costs for meals, lodging, and transportation associated with partnering.

F.13 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov>

CLAUSE NO.	TITLE:
FAR 52.211-18	Variation in Estimated Quantity (APR 1984)
FAR 52.236-6	Superintendence by the Contractor (APR 1984)
FAR 52.242-14	Suspension of Work (APR 1984)

End of Section F

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CONTRACT ADMINISTRATION

PART I - THE SCHEDULE

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Contracting Officer (CO) means a person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings. The Contracting Officer signs all contractual documents, approves and signs all modifications to contracts, processes and approves payment requests, reviews and makes final decisions on contractual discrepancies, and administers the contract. The Contracting Officer is the only individual authorized to make changes to a contract.

Task orders issued under this contract will be administered by Ordering Officers at the Facilities Engineering and Acquisition Division FEAD Point Loma. The Contractor will be provided the names and contact information of approved Ordering Officers with three (3) days after basic contract award.

All task order correspondence, unless otherwise specified, shall be directed to the Ordering Officer placing the order.

G.2 CONSTRUCTION MANAGER (CM) / ENGINEERING TECHNICIAN (ET)

Their duties include, but are not limited to:

- a. Monitoring the contractor's performance and notifying the contractor of deficiencies observed during surveillance. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- b. Making recommendations to the Contracting Officer regarding payments, deductions from payments and for the issuance of contract discrepancy reports (CDRs), cure notices and show cause notices all of which shall be issued by the Contracting Officer.
- c. Oversee contract matters including, but not limited to maintaining working files, reviewing contractor submittals, and reviewing QA surveillance plans. No authority is provided to obligate funds in the name of the United States. Orders that obligate funds must be executed by the Contracting Officer.
- d. Furnish the Contracting Officer any request for change, deviation, or waiver received (whether generated by Government personnel or contractor personnel). Furnish all supporting paperwork in connection with change, deviation or waiver including direct correspondence between the CM/ET and the contractor, in a timely manner. Routine correspondence of a generally administrative nature may be issued by the CM/ET, however copies must be provided to the Contracting Officer.
- e. Monitor contractor compliance with the Davis-Bacon Act provisions of the contract. Oversee the conduct of Labor Standards interviews.
- g. To request proposals from the contractor. All changes to Task Orders or Contracts must be coordinated with the FEAD Point Loma Contract Specialist/Contracting Officer in advance (includes promise to pay and complete technical package). The contractor shall only act on Task Order or Contract Modification requests forwarded by the FEAD Point Loma Contract

Specialist/Contracting Officer. The delegated Contracting Officer Authorized Representative (COAR) is the only Government representative with authority to negotiate modifications to current task orders, for changes within scope not-to-exceed \$150,000.

G.3 QUALITY ASSURANCE EVALUATOR (QAE)

The QAE accomplishes the day-to-day contract surveillance and reports to the CM/ET. Their duties include, but are not limited to:

- a. accomplishing surveillance required by the Quality Assurance (QA) practices and procedures;
- b. making recommendations regarding the satisfactory completion of work and the need for payment deductions or other administrative actions associated with poor or non-performed work;
- c. assisting in the identification of necessary changes to the agreements, conducting QA meetings, and maintaining work files; and,
- d. Promptly furnishing any requests for change, deviation, or waiver received (whether generated by government or contractor personnel).

The QAE has no authority to direct or interfere with the methods of performance by the contractor or to issue instructions directly to any contractor personnel, unless the methods being used present an immediate safety hazard.

The QAE has no authority to alter the terms of the contract, incur obligations on behalf of the Government or waive any required performance of the contract. Authority for these actions is reserved to the Contracting Officer.

G.4 PROJECT COORDINATION AND MEETINGS

- 1) Coordinate scheduling, submittals, and project work to assure efficient and orderly sequence of installation of interdependent construction elements.
- 2) Preconstruction Conference: The Contracting Officer will schedule a preconstruction conference after each task order award, which the Contractor will attend.
- 3) Progress Meetings: Schedule and administer on-site meetings at weekly intervals to review the work schedule for the following two weeks, for the work of each individual task order. Required attendance: Job superintendent, COR, and as appropriate, Contractor's employees. Include the following topics for the agenda at each meeting:
 - a. Review of work progress
 - b. Field observations, problems, and decisions
 - c. Requests for information and pending modifications
 - d. Review of submittals schedule and status of submittals
 - e. Project progress schedule
 - f. Planned progress during succeeding two-week work period

G.5 PAYMENT OFFICE ADDRESS

Specified on each individual task order.

G.6 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor shall reference the appropriate contract number and the number and title of the delivery order.

G.7 ORDERING OF WORK

- a. As the need exists for performance under the terms of this contract, the Contracting Officer or his/hers authorized representative will notify the Contractor of an existing requirement.
- b. Upon receipt of this notification, the Contractor shall respond to the needs of the Government within two working days by:
 - (1) Visiting the proposed work site in the company of the Contracting Officer or his/hers authorized representative; or
 - (2) Establish verbal contact with the Contracting Officer or his/hers authorized representative to further define the scope of the requirement.
- c. Upon establishment of the scope of the individual requirement and a request for proposal received from the Government, the Contractor shall then prepare his proposal for accomplishment of the task. The contractor's proposal shall be in the format shown in section J.
 - (1) Section C and the R.S. Means price books shall serve as the basis for establishing the value of the work to be performed on a unit price basis.
 - (2) The Contractor's proposal must be supported by necessary documentation to indicate that adequate engineering and planning to accomplish the requirement has been done. Examples of documentation that might reasonable be expected would include drawings, calculations, catalog cuts, specs, architectural renderings, a preliminary schedule indicating mobilization, submittals, material lead times, performance, phasing etc. The Government may duplicate, use, and disclose in any manner and for any purpose such documentation delivered under this contract.
 - (3) Time for submittal of the Contractor's proposal for individual requirements will be 5 working days after issuance of an RFP or as otherwise agreed upon by the Contracting Officer and Contractor.
- d. Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness and reasonableness. The Government will negotiate with the Contractor all pre-priced quantities and performance times. Upon completion of negotiations, the Contractor shall submit a "clean copy" of their proposal reflecting, agreed upon line items, time frames, and scope.
- e. Delivery orders will then be issued by the Contracting Officer using a DD form 1155 (see Section J). Each delivery order will include the following information:
 - (1) Date of the delivery order
 - (2) Contract number and delivery order number

- (3) Scope of work and total price
 - (4) Item number and description, quantity and unit price for pre-priced and total price
 - (5) Delivery order price, delivery and performance date
 - (6) Start and completion dates
 - (7) Accounting and appropriation data
 - (8) Any other pertinent data
- f. Oral Orders: Only the Contracting Officer may issue oral orders in emergency circumstances. Oral orders will be confirmed by issuance of a written delivery order within two (2) work-days after the oral order is placed.
- g. Modifications to delivery orders: Delivery orders may be modified by agreement between the Contracting Officer and the contractor. Modifications to delivery orders shall be effected on a Standard Form 30. Orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within two (2) working days from the time of the oral communication modifying the order.
- h. A unilateral delivery order may be issued to obligate an amount of funds to allow the contractor to begin work. It shall be finalized, with a modification to the delivery order, to indicate total funds that are anticipated to be required for completing the delivery order.

G.8 TASK ORDER SCHEDULE

- 1) For each task order provide a bar chart or precedence diagram schedule to detail construction activities required for completion of the project. Onsite work shall not begin until a schedule has been approved by the CO. The schedule shall depict each distinct, salient activity involved in performing the task order work, the proposed dates for beginning and completing each activity, activity durations, submittal dates, and delivery dates of materials.
- 2) Update the schedule for each progress meeting or monthly invoice, showing actual progress and proposed changes to the work activities. The schedule may be adjusted as necessary while construction progresses provide that changes are brought to the attention of the Government at least seven days before any revised dates for utility outages, i.e. water shut-off, etc., and the agreed to completion dates are not altered without CO approval.
- 3) Closely coordinate all work with the COR so adequate notice is given (at least one week) for shutdown of any utility service.
- 4) The Government has final authority on shutting off any utilities and may reject the Contractor's proposed schedule at any time. Work that has not yet begun, and that can reasonably be delayed or rescheduled, may be rescheduled for the convenience of the Government based on research priorities.

G.9 SCHEDULE OF PRICES

The contractor shall provide a proposed schedule of prices used for monthly progress payments for each task order. Include line items for all significant items of work and delineate work items by the CSI format. The schedule of values shall be in enough detail, including quantities and units, such that construction progress can be easily translated to the schedule for partial payment of incomplete work items, as well as those work items that are

finished. General conditions, overhead and profit costs shall be spread out over all work items and cannot be invoiced for separately.

G.10 INVOICING INSTRUCTIONS

Contractor's request for payment shall conform and will be processed in accordance with the requirements of FAR 52.232-5, FAR 52.232-27, DFARS 252.232-7003, and NFAS 5252.232-9301.

NFAS 5252.232-9301 Invoicing Procedures Electronic requires that the DoD Wide Area Workflow (WAWF) system be used for the submission of invoices. All invoices shall be submitted electronically via WAWF. The listed documents shall be provided as attachments in WAWF. The maximum size of each WAWF attachment is two megabytes, but there are no limits on the number of attachments. If a document cannot be attached in WAWF due to system or size restriction, it shall be provided as instructed by the Contracting Officer.

- a. The Contractor's invoice, on the NAVFAC Form 7300/30 furnished by the Government, showing in summary form, the basis for arriving at the amount of the invoice. Form 7300/30 shall include certification by the Quality Control (QC) Manager as required by the contract.
- b. The final invoice shall be accompanied by the completed "Contractor's Final Release Statement." If the Contractor is incorporated, the Final Release shall contain the corporate seal. An officer of the corporation shall sign and the corporate secretary shall certify the Final Release.
- c. The Government will return for correction invoices not completed in accordance with contract requirements, including final invoices without final release statement.
- d. Payments will be made on Contractor's submission of itemized requests and will be subject to reduction for overpayments or increased for underpayments made on previous payments to the Contractor.
- e. The Government may withhold payment or reduce payments for the following:
 - i) Defects in material or workmanship.
 - ii) Claims the Government may have against the Contractor under or in connection with this contract.
 - iii) Contractor's failure to submit an updated schedule.
 - iv) Payroll violations.
 - v) Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor.
- f. Payments may be made to the Contractor for materials, stored off construction sites, under the following conditions:
 - i) Conditions described in the subparagraph c) above;
 - ii) Materials adequately insured and protected from theft and exposure;
 - iii) Contractor-owned materials in storage not susceptible to deterioration or physical damage are acceptable for progress payments within the limits delineated in the contract. Items such as non-magnetic steel, aluminum, non-magnetic aggregate, machinery, pre-cast/pre-stressed concrete products, and plastic lumber (e.g., fender piles and curbs) are acceptable, but items such as sheet rock; glass, insulation and wall covering are not. Materials susceptible to deterioration are not eligible for progress payments until they are actually installed at the job site;

- iv) Conditions specified in FAR 52.232-5(b) Payments under Fixed Price Construction Contracts;
- v) Payment requests for off-site materials include consent of surety;
- vi) Materials in transit to the job or storage site are not acceptable for payment.

G.11 RETENTION, WITHHOLDING OF FUNDS, AND DISALLOWANCES

- a. If the Contractor fails to maintain the record drawings as required in Section C, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retention of 10% of any payments to be made until such drawings are made current. Additionally, the estimated cost of maintaining the record drawings will be retained from any such payments until satisfactory progress is maintained.
- b. The Contracting Officer may withhold payment from the Contractor in accordance with 52.222-7 WITHHOLDING OF FUNDS (FEB 1988), as referenced in Section I regarding alleged violations of the Davis-Bacon or Service Contract prevailing wage requirements.
- c. The Contracting Officer may disallow payment for invoiced items of work if Government review reveals the work was not performed, and/or a required applicable submittal has not been approved.

G.12 CONSTRUCTION SCHEDULES

A preliminary construction schedule shall accompany each Contractor delivery order proposal. Upon award of the delivery order, the Contractor shall submit the original and two copies of the revised schedule satisfactory to the Contracting Officer and shall include at a minimum those items indicated in Section G. An update (and revised if needed) schedule shall be provided to the Construction Manager with each request for partial payment. A sample of an acceptable construction schedule is shown in Section J, attachments.

G.13 CONTRACTOR DAILY REPORT

- a. The Contractor shall submit a "Combined Contractor Production Report and Contractor Quality Control Report" to the Contracting Officer (see Section J Table of Contents for the attachment). The forms shall be completed daily and delivered to the Contracting Officer by 10 AM, the workday following the date of the report. Data to be included on the form is workers by classification, the move-on and move-off of construction equipment furnished by the contractor or furnished by the Government, material and equipment delivered to the work site, tests or inspections performed by the Contractor and their results.
- b. No daily report will be required for days when no work is scheduled. However, if the work is scheduled and cannot be performed due to weather or other delays a daily report specifying the reason for delays will be required to substantiate the delay. As daily reports are to be completed by the Contractor in the field, late reports cast doubt on the accuracy of the report. No payment for work will be made under a delivery order unless daily reports are current.

G.14 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- a. The Contractor shall commence any mobilization and familiarization activities prior to actual work on individual delivery orders as soon after contract award as practicable. However, within thirty calendar days after contract award, the Contractor shall be fully operational and capable of immediately starting work on any required delivery order. Within 15 calendar days after award the Contractor shall:

- (1) Meet with the Construction Manager to establish the pre-construction conference agenda

- and CQC plan.
- b. Within thirty working days after award the Contractor shall:
- (1) Have all critical staff members on site.
 - (2) Be fully operational and capable of immediately starting work on any required delivery orders.
- c. The Contractor shall be required to commence work required by a delivery order at the time specified on the delivery order, prosecute the work, and complete the entire work not later than the completion time specified on the delivery order. The time stated for completion shall include final cleanup of the premises, and final acceptance.

G.15 PROPOSED MATERIAL SUBMITTALS, CATALOG DATA, AND SAMPLES

- a. Proposed material submittals required of the Contractor shall be made allowing sufficient time for processing, reviews, approval, and procurement before the Contractor is ready to use the material. Allow a minimum of five days for routine approvals. Additional time may be required for complex reviews and for fire protection submittals. Where possible, the Government will return submittals in less than the above time frames. No material requiring submittals shall be installed prior to written submittal approval. Submittals for long lead time manufacturer's items shall be submitted with the Contractor's proposal at the Government's request. Submittals shall be prepared and assembled as follows:
- (1) Submit five copies of each submittal, unless specified otherwise.
 - (2) Present all submittals for each R.S. Means section as a complete bound volume, titled with the contract number, delivery order number and Construction title.
 - (3) Clearly mark each item that is proposed with its line item number.
 - (4) Assemble each volume in the same numerical sequence as the line item number in the delivery order.
 - (5) Each copy of the submittal shall have a "Submittal Transmittal Approval: form, Section J, attachment, attached to the cover.

The Contractor shall certify on all submittals that the material being proposed conforms to contract requirements and can be installed in the space provided.

- b. Deviations from Delivery Order requirement are discouraged. In the event the Contractor determines that a deviation is necessary, the Contractor shall state under separate cover letter specifically what portion varies, why deviation is necessary, and include a complete breakdown of the difference in cost, either additive or deductive, in compliance with MODIFICATION PROPOSALS- PRICE BREAKDOWN, as cited in paragraph G.4, above.
- (1) Request for deviations and/or variations shall not be included on submittals. If a deviation of material is approved by the Contracting Officer, the material can be submitted in the normal manner with a copy of the letter or approval attached. Incomplete submittals and submittals with inadequate data will be rejected.
 - (2) Warrants for deviations: If the Contractor determines a deviation is necessary, the Contractor shall warrant:

That the entire contract has been reviewed in order to establish that the deviation, when incorporated, will

be compatible with all other elements of construction and that the Contractor shall take any action and bear any additional expense which may arise by reason of incorporating the proposed deviation, including, but not limited to, change in this or other elements of construction resulting from the incompatibility of the proposed deviation with any other element of construction.

- c. When required, catalog data shall be on printed pages on permanent copies of the manufacturer's catalogs.
- d. Samples in the quantity specified shall be marked to show the name of the material, the name of the supplier, the contract number, delivery order number, the segment of work where the material represented by the sample is to be used, and the name of the Contractor submitting the sample.
- e. Technical Publications: The Contractor shall furnish four copies of installation, operation and maintenance manuals for all mechanical and electrical equipment as well as for the other systems or products when such manuals are required by the equipment being installed.
- f. Submittal: Within thirty days after award of the contract/s, the Contractor shall submit for acceptance those materials intended to be used on a repetitive basis. Each submittal shall be accompanied by two samples of each pattern and color available (manufacturers' catalogs with items identified according to the R.S. Means section number will be substituted for physical samples where appropriate). Samples shall be identified as indicted in c. above except that the term "Library" shall be substituted for the Delivery Order number. The Contracting Officer may specify the use of these pre-approved materials on Delivery Orders issued under the contract. It shall be the Contractors responsibility to submit new samples as needed to keep the library current. The library shall include such material as paints; floor coverings, wall coverings, ceiling panels, light fixtures, carpeting and other material that the Contracting Officer or Contractor determines are appropriate for inclusion in the library. The following items shall be submitted within (30) days after award:

<u>BASIC SUFFIX</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COLOR SAMPLES</u>	<u>PATTERN SAMPLES CATALOG</u>
07300-1111	Std. Fiberglass	Roof Shingles	X	
09310-1000 thru 09310-2000	Ceramic Tile		X	X
09511-1000 thru 09511-2000	Acoustic Ceiling Panels		X	
09512-2004 thru 09512-2005	Ceiling Tile		X	
09660-1001 thru 09660-1003	Floor Tile		X	X
09660-1101 thru 09660-1103	Floor Tile		X	X
09660-1401	Sheet Vinyl Flooring		X	X

thru 09660-1404			
09682-1002	Nylon Carpet (20 oz)	X	X
09682-2001	Nylon Carpet (28 oz)	X	X
09682-2002	Nylon Carpet (38 oz)	X	X
09910-1101 thru 09910-2122	Interior paint (Identified by specified paint type)	X	X
09920-1101 thru 09920-1371	Exterior Paint (Identified by specified paint type)	X	X
16511-1000 thru 16513-2103	Light Fixtures		X

G.16 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government's representative **weekly** during the first month of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than **monthly**. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within **five** calendar days.

G.17 CPARS INFORMATION

CPARS is now hosting web-enabled applications that are used to collect and manage a library of automated contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting contractor performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each

assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

A Department Of Defense (DoD) PKI Certificate is required for all DoD users and contractors accessing CPARS, ACASS, and CCASS.

PKI Information:

All DoD employees (military and Civilian), including DoD Contractors that are working on site (military/government facilities) or contractors working offsite using Government Furnished Equipment (GFE) are eligible to obtain certificates from DoD PKI. If the contractor doesn't work on site or with GFE they will need to obtain certificates from an External Certificate Authority (ECA).

External Certificate Authority

External Certificate Authorities (ECAs) and Interim External Certificate Authorities (IECAs) provide digital certificates to the DoD's private industry partners, contractors using their own equipment or working in non-government facilities, allied partners, and other agencies.

Approved ECA vendors:

Operational Research Consultants, Inc. (ORC) <http://www.eca.orc.com>

VeriSign, Inc. <http://www.verisign.com/verisign-business-solutions/public-sector-solutions/ieca-eca-certificates/index.html>

G.18 AS-BUILT DRAWINGS AND RECORD DOCUMENTS (FOR EACH TASK ORDER)

- 1) As-built drawings: Provide and maintain at the project site, one complete set of project record prints. The drawings shall be kept in good, clean, and readable condition. Mark record prints in red ink to show the actual installation where installation varies from that shown originally.
- 2) Record specifications and product data: Maintain one set of project specifications and product data with actual information in red, similar to the process for as-built drawings.
- 3) Submit as-built drawings, record specifications, and record product data at the time of final acceptance and prior to final payment. Request for final payment will not be approved until the marked prints are delivered to and approved by the Contracting Officer.

G.19 OPERATION AND MAINTENANCE MANUALS

The contractor shall furnish two (2) identical sets of an operation and maintenance (O&M) manual for the systems identified in each task order. Each manual shall be bound in a standard 8-1/2" x 11", 3-ring, loose leaf, hard cover binder. The manual shall have a general index and each section shall have a separate index tab. The manual's cover shall carry the following format.

OPERATION AND MAINTENANCE MANUAL

[System Identification]

Contract No. AG-5680-S-XX-XXXX

(XX-XXXX is the Task Order number)

The manual shall contain, as a minimum, the following:

- 1) The manufacturer and local representative's name, address, and telephone number.
- 2) Catalog sheets, model/part numbers, and other descriptive literature for each system component.

3) Instructions for installation, connection, start-up, operation, shutdown, troubleshooting, maintenance, lubrication, and overhaul for the items specified in the task order. Exploded or other detailed views and electrical/piping schematics (as required) of all components shall be included with complete parts list and ordering instructions.

Two (2) preliminary sets of the O&M manual shall be submitted prior to putting the system into operation. The Government will review and return the preliminary sets. The sets shall be revised and/or amended as required and the two (2) final sets shall be submitted to the Contracting Officer at final walk through. Request for final payment will not be approved until the final sets are complete and approved

End of section G

CLAUSES INCORPORATED BY REFERENCE

252.232-7006 Wide Area WorkFlow Payment Instructions

MAY 2013

Section H - Special Contract Requirements

SPECIAL REQUIREMENT

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 DIRECTIVES

The contractor shall be knowledgeable of all applicable Department of Defense (DOD) Secretary of the Navy (SECNAV), Chief of Naval operations (OPNAV), Naval Engineering Command (NAVFAC), and all other directives and instructions as cited in Section J.

The Contractor shall become acquainted with the applicable sections of the regulations and other publications set forth herein. The Contractor is only obligated to follow those coded as mandatory and only to the extent stated in this specification when a specific part of this document is referenced herein.

The Contractor and all employees of the Contractor shall be acquainted with and obey all Government and Station regulations as posted, or as requested by the Contracting Officer and or a designated representative. Government and station regulations become binding on the contractor upon posting or issuance by Contracting Officer and/or a designated representative. Modifications required to incorporate supplements and changes of this contract will be issued as authorized under **52.243-4 CHANGES (April 2012)**.

H.2 ORDERING OFFICERS

Task orders will be placed by FEAD Point Loma, Lisa Dela Peña, Supervisory Contracting Officer.

Additional ordering officers may be added upon prior written approval of the Contracting Officer.

H.3 INSURANCE

a. Within fifteen (15) days after award of this contract, the Contractor shall furnish the Contracting Officer and/or his designated representative a certificate of insurance as evidence of the existence of insurance. Coverage shall be in amounts not less than specified below in accordance with 52.228-5, INSURANCE -WORK ON A GOVERNMENT INSTALLATION (JAN 1997), as referenced in Section I. This insurance must be maintained during the entire performance period.

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

H.4 SUBCONTRACT DATA

The Contractor shall submit an executed Statement and Acknowledgement Standard Form (SF) 1413 to the ordering officer(s) for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the various construction sites. This form provides an acknowledgement by the subcontractor that mandatory "flow-down"

contract clauses have been included in its subcontract. Completing this form does not create a contractual relationship between subcontractors and the Government.

H.5 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

All items having any apparent historical or archeological interest, which are discovered in the course of any

construction activities, shall be carefully preserved. The Contractor shall leave the find undisturbed and shall immediately notify the Contracting Officer.

H.6 HOLIDAYS

The holidays applicable to this contract and the days of observance are set forth below:

New Year's Day, 1 January
Martin Luther King Day, Third Monday in January
Presidents' Day, Third Monday in February
Memorial Day, Last Monday in May
Independence Day, 4 July
Labor Day, First Monday in September
Columbus Day, Second Monday in October
Veteran's Day, 11 November
Thanksgiving Day, Fourth Thursday in November
Christmas Day, 25 December

In the event any of the above holidays occurs on a Saturday or Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

H.7 PHOTOGRAPHY

The possession and use of photographic equipment is prohibited without prior approval from the Government. A "photo badge" will be required where photography is permitted. The Contractor shall submit a request identifying the person and equipment involved, along with a description of what is being photographed and the purpose for the photographs.

H.8 LASER AND LASER SYSTEM SAFETY

Contractor personnel, subcontractor personnel, or other personnel employed by the contractor during the prosecution of this Contract shall not bring laser or laser-containing equipment onto any naval complex without prior approval of the Contracting Officer or his/her designated representative.

H.9 ALCOHOLIC BEVERAGES

Alcoholic beverages are prohibited at work sites. Alcoholic beverages may only be consumed in facilities authorized for resale.

H.10 CONTRACTOR USE OF RADIOACTIVE MATERIAL

If the Contractor proposes to utilize radioactive material on Navy Property, whether as an integral part of a piece of the Contractor's equipment or as a separate item, the Contractor shall take the following action:

Furnish to the Contracting Officer evidence of a valid Nuclear Regulatory Agency or Agreement State License to possess and utilize nuclear/radioactive material prior to commencement of any work.

Arrange with the Contracting Officer for measurement of radiation levels of the radioactive material. This shall be accomplished prior to commencing any work involving the use of radioactive material. Evidence of a satisfactory

leak test performed in accordance with Nuclear Regulatory Agency or Agreement State License shall be submitted by the Contractor for those sources that are required by his License to be leak tested.

Submit to the Contracting Officer his written procedure for controlling the radioactive material on the Base. This shall be accomplished prior to bringing the radioactive material to the Base. The Contracting Officer shall review the Contractor's procedure for controlling radioactive materials and shall advise the Contractor of any additional procedure necessary to conform to Base requirements. The Government reserves the right to inspect the utilization and control of the Contractor's radioactive material at any time the material is on Government property.

For certain naturally occurring radioactive elements which may be reincorporated into components utilized on this project, the Contractor shall utilize a component which does not contain the radioactive element whenever possible. If the component composed of radioactive elements must be utilized, the Contractor shall notify the Contracting Officer prior to bringing it on a Government property.

If the Contractor desires to utilize radiographic testing or nuclear probe density test, the following shall be submitted to the Contracting Officer for approval prior to use:

- (a) Place of use
- (b) Time of use
- (c) License to operate the equipment
- (d) A copy of the operating instructions

H.11 NOTICE TO CONTRACTOR OF DRUG DETECTION PROCEDURES

Pursuant to Navy policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government work areas.

In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- ... Routine inspection of Contractor occupied workspaces.
- ... Random inspection of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs
- ... Random inspection of personnel possessions on entry or exit from the installation

When there is probable cause to believe that a Contractor employee on board a military installation has been engaged in the use, possession, or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

Trafficking in illegal drug and drug paraphernalia by the Contractor employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

the Contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

The removal of Contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delays, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

H.12 EQUIPMENT WARRANTY TAG

When installed, the Contractor shall tag each item of warranted equipment or appliance with a durable, oil and water-resistant tag approved by the Contracting Officer. Tags shall show the following information:

EQUIPMENT WARRANTY TAG: Type of Equipment _____
 Accepted Date _____
 Warranted Until _____
 Contract Number _____

H.13 FINAL CLEAN UP

The contract coefficients include the cost of final clean-up on each individual task order. Payment will not be made for final cleanup for work on individual task orders.

H.14 ELEVATORS

Temporary use of an elevator shall be arranged through the Contracting Officer's Representative. Such use will be limited to an intermittent nature. The Contractor shall provide and maintain suitable protective covering for elevator machinery, hatchway entrance, and the interior of the elevator as appropriate during the period of temporary use. Loads in excess of the rated capacity of the elevator are not permitted. Once done using the elevator, the Contractor shall remove all protective coverings and clean the elevator as necessary to bring back to the condition it was in prior to Contractor use.

H.15 KEY PERSONNEL SUBSTITUTION REQUESTS

1. The Contractor shall assign to this contract those persons whose resumes were submitted and approved by the Government. No substitutions shall be made except in accordance with this clause.
2. The Contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required below. After the initial 180 day period, proposed substitutions shall be submitted, in writing, at least 15 calendar days, (45 calendar working days if security clearance is required to be obtained) in advance of the proposed substitutions, to the Contracting Officer, and provide information required below.
3. Proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced.
4. Requests for additions or substitutions shall provide a detailed explanation of the circumstances necessitating proposed substitutions or additions, a complete resume of the proposed substitute or addition, and any other information requested by the Contracting Officer. The Contracting Officer will evaluate such requests and notify the Contractor in writing of approval or disapproval.
5. For purposes of this clause, key personnel consist of the following:
 - A. Project Manager
 - B. Project Superintendent

The list of key personnel may be amended from time to time by contract modification to either add or substitute personnel in accordance with key personnel substitution requirements specified herein.

The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his own prepared letterhead stationery. If the Contractor or the designee is not present when work is being performed on the contract, the Government may suspend work until the proper personnel are on site with extension of the performance period. The Contractor shall have a person on-site that is fully conversant in the English language.

H.16 ADDITIONAL ENVIRONMENTAL REQUIREMENTS

Lead and Asbestos Environmental Contract Language (Last Revised on 8/27/12)

Provisions relating to asbestos, lead based paint, and other hazardous materials connected to, and hazardous wastes generated in the course of, any renovation and demolition work.

1. General

- a. The Contractor is presumed to know the legal requirements connected to the work being undertaken, by itself directly, or indirectly, as through an agent, employee, consultant, subcontractor, partner or other indirect means. The Contractor shall be responsible to pay all fines, penalties or other monetary damages that are assessed against the Government for acts or omissions of the Contractor, or the Contractor's agent, employee, consultant, subcontractor, partner or other representative or instrumentality. Fines, penalties and other monetary damages include amounts agreed to by the Government to settle alleged violations, even where the Government admits no violation. Contractor may pay the Government's settlement amount to the settlement authority on behalf of the Government or to the Government. The Government may pursue delinquent amounts through debt collection procedures which may involve payment of interest, or through simple offset or holdback of moneys due the Contractor under other Contracts.
- b. Compliance with the requirements set out in this subsection is not a guarantee that no regulatory enforcement agency will issue notices of violation or take other enforcement actions. The Contractor remains responsible for these types of alleged violations and this subsection of the Contract recognizes that reasonable settlements with regulatory agencies are often made notwithstanding the possible existence of various defenses, simply because of business considerations including but not limited to the high cost or uncertainty of litigation.
- c. Nothing in this section precludes the Contractor from employing whatever agent, employee, consultant, subcontractor, partner, or other representative or instrumentality allowed elsewhere under this Contract to carry out the various duties necessary for compliance with this subsection and applicable law.
- d. All lead and asbestos abatement plans shall be reviewed by a representative of the Installation Environmental Department. Without review and approval by the Environmental Department, the Contractor is **NOT** authorized to conduct abatement.

- e. The prime Contractor shall implement and document the **Environmental Compliance, Mitigation, & Reporting Measures** checklist. At the time of project completion, the prime Contractor shall return the completed Environmental Compliance, Mitigation, & Reporting Measures checklist to the Installation Environmental Division with the applicable sections signed. Any exemption to this requirement shall be provided in writing by the Installation Environmental Department.
 - f. Prior to facility demolition or renovation (regardless of the age of the structure or suspect materials to be disturbed), the Contractor shall conduct surveys/sampling to identify, screen and/or test for asbestos containing material (ACM), lead-based paint, and other hazardous materials if no valid characterization data exist for such material(s). The Installation Environmental Program Manager (IEPM), Lead Program Manager (LPM), and/or Asbestos Program Manager (APM) can be consulted to determine if existing data is available.
 - g. All work performed by the Contractor shall be in compliance with all applicable laws, rules, regulations, and guidance which may include, but are not limited to, the following:
 - i. Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA)
 - ii. Clean Air Act (CAA)
 - iii. Clean Water Act (CWA)
 - iv. San Diego Air Pollution Control District (APCD) Rule 361.145
 - v. APCD Rule 50 (Visible Emissions)
 - vi. Resource Conservation and Recovery Act (RCRA)
 - vii. Safe Drinking Water Act (SWDA)
 - viii. Toxic Substance Control Act (TSCA)
 - ix. OPNAVINST 5090 Series, Environmental and Natural Resources Manual
 - x. NAVFACINST 5100.11 Series, Chapter 4
 - xi. UFGS 02 57 19.00 20 (Temporary Environmental Controls)
 - xii. Commander Navy Region Southwest Waste Management Plan for the San Diego Metro Area.
 - h. The most recent edition of any applicable law, rule, regulation, or guidance shall be in effect. Where conflict among the requirements exists, the most stringent requirements shall be in effect.
2. Asbestos
- a. The Contractor shall not install or use any asbestos containing material (ACM) (i.e., any material that contains more than 1% asbestos) nor any asbestos containing construction material (ACCM) (i.e., any manufactured construction material that contains more than 0.1% asbestos) at any time during this project. The Certificate of ACM/ACCM-Free Construction (which is available through the Installation Asbestos Program Manager [APM]) shall be provided by the Contractor to the APM certifying that all construction materials that were used or installed during this project, including those supplied by third parties, are not ACM nor ACCM [Federal Acquisition Regulation (FAR) 52.223-3].
 - b. It is a regulatory requirement to sample all suspect asbestos-containing material (ACM) to be disturbed prior to facility renovation or demolition (per the federal National Emission Standards for Hazardous Air Pollutants (NESHAP), section 61.145, NAVFACINST 5100.11J, and Occupational Safety and Health Administration (OSHA) 1910.1001 (j)(2)(i)). All suspect materials to be disturbed are required to be sampled for the presence of asbestos regardless of the age of the structure or suspect materials. Typically, materials such as glass, wood, and metal are not considered suspect materials. Visual inspection is not an acceptable method to determine if suspect materials contain asbestos. Lab analysis of suspect material(s) is required to make such a

determination. If valid asbestos data exist for the material(s) to be disturbed (as determined by the Installation IEPM or APM), no additional sampling of such material(s) is required.

- c. All asbestos abatement work performed in California (CA) shall be performed by licensed and registered asbestos abatement contractors (i.e., registered by the CA Division of Occupational Safety and Health [of the CA Department of Industrial Relations], and licensed with the CA Contractors State License Board).
- d. For all asbestos-related demolition or removal, the Contractor shall have a third-party Industrial Hygienist (IH) (who maintains certification as AHERA Project Designer and AHERA Constructor Supervisor), Certified Asbestos Consultant (CAC), or Site Safety Technician (SST) (under the direction of a CAC) on-site at all times during the abatement project (i.e., during working hours). The purpose of this individual is to act as an independent observer to ensure compliance with the approved work plan and all applicable regulatory requirements.
- e. All asbestos work plans for work performed in California shall be written by a State of California Certified Asbestos Consultant (CAC). This requirement applies regardless if the asbestos is friable or non-friable.
- f. The Contractor shall provide a notice of intention (NOI) to the San Diego Air Pollution Control District (APCD) **at least 10 working days prior** to execution of work where the combined amount of RACM to be removed or stripped or similarly disturbed measures more than 260 linear feet on pipes and/or more than 160 square feet on other facility components. APCD Rule 361.145].
- g. For projects that include both asbestos removal and demolition for the same regulated structure(s), the San Diego APCD should be notified on two separate NOI forms (i.e., one form for asbestos removal and the other for demolition). Each notification form shall be submitted with the respective notification fee.
- h. Prior to submittal to the San Diego APCD, all NOIs shall be approved in writing by the IEPM or APM.
- i. **An NOI shall be submitted to the APCD for all demolition (i.e., wrecking or taking out of any load-supporting structural member of facility) regardless of whether asbestos is present or not.** This NOI shall be submitted at least 10 working days prior to execution of demolition work.
- j. Per APCD Rule 361.145, the Contractor shall provide the APCD with a new NOI whenever there is a change in the starting date for asbestos stripping or removal work or whenever the amount of asbestos affected changes by at least 20%.
- k. Per APCD Rule 361.145, if asbestos stripping or removal or demolition will begin after the original start date (specified in the original NOI), the Contractor, with written consent from the Installation Environmental Asbestos Program Manager (APM) or IEPM, notify the APCD Control Officer of the new start date by telephone as soon as possible (ASAP) before the original start date and provide the APCD Control Officer with a new NOI (that specifies the new start date) ASAP, but no later than the original start date. If asbestos stripping or removal or demolition will begin earlier than the original start date, the Contractor shall, with written consent from the Installation Environmental Asbestos Program Manager (APM) or IEPM, provide the APCD Control Officer with an NOI at least 10 working days before the asbestos stripping or removal or demolition work begins.
- l. The Contractor shall manage (i.e., abate, store, dispose of, and transport) all material containing asbestos and Asbestos Containing Material (ACM) in accordance with all applicable federal, state, local, and Department of Defense (DoD) laws, rules, regulations, and guidance. In the State of California, the hazardous waste (HW) regulatory threshold for friable Asbestos Containing Waste

is 1% by weight, at which point the friable waste becomes classified as a California non-RCRA HW.

- m. For asbestos that is a hazardous waste, the Contractor shall adhere to the manifesting procedure(s) specified in the Contractor Manifesting Procedure for Hazardous Waste (Shaw-CH), HW-05-006 of 10 Oct 10. Applicable laws, rules, regulations, and guidance may include, but are not limited to, the following:
 - i. 5 CFR 339.205 and 339.301 (Medical Qualification Determination)
 - ii. 29 CFR 1910.134 (Respiratory Protection)
 - iii. 29 CFR 1910.1001 (OSHA)
 - iv. 29 CFR 1926.1101 (OSHA)
 - v. 29 CFR 1915.1001 (Asbestos Exposure in all Shipyard Employment Work)
 - vi. 40 CFR 61, Subpart M (NESHAP)
 - vii. 40 CFR 763, Subpart E
 - viii. APCD Rule 361.145
 - ix. APCD Rule 361.150
 - x. California Code of Regulations (CCR) Title 8, Section 1529 (Asbestos)
 - xi. UFGS 02 82 16.00 20 (Engineering Control of Asbestos Containing Materials)
 - xii. 42 U.S.C. Section 7401 et seq. of Nov 25 1990 (PL 101-549), Clean Air Act
 - xiii. OPNAVIST 5100.23 Series, Navy Safety and Occupational Health Program Manual, Chapter 17
 - xiv. NAVFACINST 5100.11 Series, NAVFAC Safety and Health Manual
 - xv. OICC/ROICC Field Procedure Manual – Managing Asbestos Abatement for Demolition Contracts
 - xvi. OICC/ROICC Field Procedure Manual – Managing Asbestos Abatement for Renovation Contracts
 - xvii. Contractor Manifesting Procedure for Hazardous Waste (Shaw-CH), HW-05-006 of 10 Oct 10
3. Lead
- a. For all lead-related demolition or removal, the Contractor shall have a third-party Industrial Hygienist (IH) on-site at all times during the abatement project (i.e., during working hours). The purpose of this individual is to act as an independent observer to ensure compliance with the approved work plan and all applicable regulatory requirements.
 - b. All lead abatement work plans for work performed in California shall be written by a CA Department of Public Health (CDPH) lead certified Project Designer, Project Monitor, or Supervisor [Title 17, California Code of Regulations (CCR), Division 1, Chapter 8].
 - c. The Contractor shall manage (i.e., abate, store, dispose of, and transport) all material containing lead and LBP in accordance with all applicable federal, state, local, and Department of Defense (DoD) laws, rules, regulations, and guidance. These applicable laws, rules, regulations, and guidance may include, but are not limited to, the following:
 - i. Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X)
 - ii. 29 CFR 1926.62 (OSHA – Lead Exposure in Construction)
 - iii. 29 CFR 1910.1025 (OSHA – Lead)
 - iv. OPNAVINST 5100.23 Series, Chapter 21
 - v. NAVFACINST 5100.11 Series, Chapter 5
 - vi. UFGS 02 82 33.13 20 (Removal/Control and Disposal of Paint with Lead)
 - vii. UFGS 02 83 13.00 20 (Lead in Construction)

- viii. CCR, Title 17, Division 1, Chapter 8, § 35001 - 36100 Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards
- ix. [CCR, Title 8, Section 1532.1 et seq](#)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-2	Certificate Of Independent Price Determination	APR 1985
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
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.204-2	Security Requirements	AUG 1996
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
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
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
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	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
52.216-19	Order Limitations	OCT 1995
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-14	Limitations On Subcontracting	NOV 2011
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
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	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
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
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
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-9	Buy American--Construction Materials	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
52.227-4	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
52.228-15	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
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	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
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.247-64 Alt I	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) - Alternate I	APR 2003
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.251-1	Government Supply Sources	APR 2012
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
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
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
252.225-7017	Photovoltaic Devices	JAN 2014
252.227-7022	Government Rights (Unlimited)	MAR 1979
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
252.236-7001	Contract Drawings, and Specifications	AUG 2000
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
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
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	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.236-9301	Special Working Conditions and Entry to Work Area	OCT 2004
5252.236-9305	Availability of Utilities	JUN 1994

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of :

Project Cost	Liquidated Damage
\$2,000 - \$24,999.99	\$80
\$25,000-\$49,999.99	\$110
\$50,000 – 99,999.99	\$140
\$100,000-\$499,999.99	\$200

Each Additional \$100,000 add \$50.

for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 15, 2020

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The selected (8) Firm will notify the NAVFAC FEAD Point Loma Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 238220 assigned to solicitation number N62473-15-R-1012

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

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

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship

without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

- (i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and
 - (ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.
- (e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--
- (1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;
 - (2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;
 - (3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;
 - (4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--
 - (i) Make such payment within--
 - (A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or
 - (B) Seven days after the Contractor recovers such funds from the Government; or
 - (ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;
 - (5) Notice to Contracting Officer. Notify the Contracting Officer upon--
 - (i) Reduction of the amount of any subsequent certified application for payment; or
 - (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--
 - (A) The amounts withheld under paragraph (e)(1) of this clause; and
 - (B) The dates that such withholding began and ended; and
 - (6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--
 - (i) The day the identified subcontractor performance deficiency is corrected; or
 - (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be

construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(I) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from September 16, 2015 through September 15, 2015.

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

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

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

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

(End of Clause)

252.232-7006 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).

Navy Construction/Facilities Management Invoice

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

Issue by and admin DoDAAC is N62473/ROPML.

Pay Official DoDAAC is N68732.

Inspection and Acceptance Location: Naval Base Point Loma.

(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	N68732

Issue By DoDAAC	N62743
Admin DoDAAC	N62743
Inspect By DoDAAC	N62473/ROPML
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62473/ROPML
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/ROPML
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N62473/ROPML

(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.

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.

Not applicable.

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

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

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.

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

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

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

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

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

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting

Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

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

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

Section J - List of Documents, Exhibits and Other Attachments

ATTACHED DOCUMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

LIST OF DOCUMENTS

ATTACHMENT J-C.1 GENERAL REQUIREMENTS AND GOVERNMENT PROVIDED
TECHNICAL SPECIFICATIONS

ATTACHMENT J-C.2 PERFORMANCE TECHNICAL SPECIFICATIONS

ATTACHMENT J-C.3 DAVIS BACON WAGE DETERMINATION CA150001 CA1

ATTACHMENT J-C.4 SUBMITTAL TRANSMITTAL FORM

ATTACHMENT J-C.5 CONTRACTOR DAILY REPORT FORM

ATTACHMENT J-C.6 RAPID GATE SUPPLEMENTAL INFORMATION

ATTACHMENT J-C.7 FORMS

J.C.7 FORMS

CONSTRUCTION EXPERIENCE PROJECT DATA SHEET
NAVFAC PAST PERFORMANCE QUESTIONNAIRE
SAFETY DATA AND NARRATIVE

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-8	Annual Representations and Certifications	DEC 2014
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.223-4	Recovered Material Certification	MAY 2008
52.225-4	Buy American--Free Trade Agreement--Israeli Trade Act 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
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTION TO OFFERORS
INSTRUCTIONS TO OFFERORSINSTRUCTION TO OFFERORS**1. Inquiries**

Inquiries regarding the Request for Proposal (RFP) shall be submitted electronically using the Request for Information (RFI) form provided as an attachment. The Point of Contact (POC) for inquiries is Mariangela Monsalve at 619-524-8534 or e-mail mariangela.monsalve@navy.mil. The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date.

(d) Proposal Submittal Requirements

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

The cover letter shall include—

- (a) The solicitation number;
- (b) The name, address, telephone and facsimile numbers, and email address of the Offeror;
- © The **DUNS Number, CAGE Code, and Tax Identification Number (TIN)** of the Offeror;
- (d) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (e) Names, titles, phone and facsimile numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation and;
- (f) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Proposals shall be submitted in three ring binders or bound, with tabs or separators. Page limits, if stipulated, must be adhered to. Proposals shall be submitted on 8.5" X 11" paper, utilizing both sides of the paper.

The format for the proposal is as follows:

Cover Letter

First two pages of SF1442 – with blocks 14 through 20c completed

Exhibit D, Financial Questionnaire (Original in sealed envelope from financial institution in original proposal folder only)

Exhibit E, Surety Form

Exhibit G, FAR Clause 52.209-7 – with (b) completed & DFARS Clause 252.209-7999 – with (b) completed

VETS-4212 Report Submission Confirmation (or Statement of Non-applicability)

Exhibit I, Coefficient Breakdown

Tab "Price":

- Price (In sealed envelope in original proposal folder only) – The envelope shall contain the following original documents: SF1442 (Solicitation, Offer, and Award) with blocks 14 through 20c completed; Bid Guarantee (in the contract minimum guarantee amount of \$5,000)

Tab "Exhibits A & B":

- Factor 1, Experience (Exhibits A) including copy of Joint Venture Agreement (if any)
- Factor 2, Past Performance (Exhibits B or CCASS Evaluations)
(Evaluations should immediately follow the project shown on Exhibit A to which they pertain)

Tab "Exhibit C":

(d) Factor 3, Safety (Exhibit C)

Representations and Certifications, Financial Questionnaires, and Surety Forms will not be rated. However, they will be considered in assessing the Offeror's responsibility.

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

A total of one (1) original and three (3) hard copies of the complete proposal in response to this RFP must be received by this office no later than the date and time stated in Block 13 of the SF1442. Offerors should address all evaluation factors and shall submit the proposal to the following address:

Naval Facilities Engineering Command Southwest
Fead Point Loma /PRZ22.MM
Attention: Mariangela Monsalve
4635 Pacific Highway, Building 1-N
San Diego, CA 92110

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

LATE SUBMITTALS WILL NOT BE CONSIDERED.

It is an Offeror's responsibility to deliver its proposal to the proper place at the proper time, which includes allowing a reasonable amount of time for the delivery of the proposal. (See FAR 15.208(a)). Proposals that are received after the stated date and time in Block 13 of the SF1442 will not be considered.

Offerors shall ensure that proposals are mailed or sent by courier in a timely manner to be delivered to the NAVFAC Southwest facility no later than the date and time stated in Block 13 of the SF1442.

Offerors intending to deliver the proposals in person to the facility at the address above are cautioned that this NAVFAC Southwest facility is located in downtown San Diego. An Offeror risks the late receipt and rejection of a proposal where it delays delivering its proposal until the last few minutes before the time set for receipt of proposals. It is recommended that the Offeror allows for delays in driving through downtown San Diego caused by traffic (both freeway and downtown), construction projects, train/trolley crossing, parking at the pay lots/meters near the facility, and gaining access to a secure Government facility. No parking or offloading of proposals is available at the Government facility. Proposals are to be delivered to personnel in the mailroom in Building 128, and reasonable time shall be allowed for the person in the mailroom to receive and time stamp the proposal. The stamp time is determined from the NAVFAC Southwest facility mailroom time stamp and not any other time keeping equipment that the Offeror may own. Immediately upon proposal delivery, the Offeror shall leave the Government facility. An Offeror that does not leave the premises may be requested to leave or escorted by security personnel.

3. Pre-Proposal Conference

- (a) The Government will conduct a Pre – Proposal Conference **10:00 AM local time (PST) on August 24, 2015.**
- (b) A list of Frequently-Asked-Questions (FAQ) with appropriate responses is provided as an attachment to the RFP. All firms are encouraged to review the FAQ. The FAQ should be viewed prior to submitting any questions regarding the RFP.
- (c) Failure of a prospective Offeror to submit any questions will be construed to mean that the Offeror fully understands all requirements of the solicitation.

- (d) All prospective Offerors are advised that this solicitation will remain unchanged unless it is amended in writing. Amendments will be posted on the website at <http://www.fbo.gov>. However, if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment as described in Contract Clause "Amendment to Solicitations" of this section shall be applicable.

4. Financial Questionnaire

Offerors shall submit the Financial Questionnaire to their financial institution and request the financial institution complete the questionnaire with regard to the Offeror's firm. Upon completion of the questionnaire, the financial institution should **place the completed questionnaire in a sealed envelope showing the return address of the financial institution and forward it to the Offeror** so that the Offeror can include the questionnaire (in the sealed envelope) with the Offeror's proposal.

If the Offeror is a joint venture, information should be submitted for the joint venture. If there is no information for the joint venture, information should be submitted for each joint venture partner.

5. Surety Form

Offerors shall submit the Surety Form to report their surety bonding information, verifying aggregate bonding capacity, current available bonding, as well as single project limit. Ensure the name of the Offeror's surety, including the name and phone number of the Offeror's agent within the surety, is shown on the form.

If the Offeror is a joint venture, one Surety Form shall be submitted for the joint venture, not the individual partners.

6. System for Award Management

The System for Award Management (SAM) is combining federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. This consolidation includes the functionality from the following systems:

- * Central Contractor Registry (CCR)
- * Federal Agency Registration (Fedreg)
- * Online Representations and Certifications Application (ORCA)
- * Excluded Parties List System (EPLS)

Contractors must be registered in the System for Award Management (SAM) prior to award of a DoD contract. In order to participate on this solicitation, contractors must also complete electronic representations and certifications. For more information and to complete the electronic Reps & Certs, see the SAM website at <http://www.sam.gov>. **A contract cannot be awarded to a contractor not registered in SAM.** Remember to review the NAICS codes listed in your SAM record and make sure that you have listed the NAICS code for this procurement.

Note: FAR Clause 52.209-7 and DFARS Clause 252.209-7999 are not found in the electronic Reps & Certs in SAM; therefore, **Offerors shall submit FAR Clause 52.209-7 with paragraph (b) completed** to report whether or not they have current active Federal contracts and grants with a total value greater than \$10,000,000 and **Offerors shall submit DFARS Clause 252.209-7999 with paragraph (b) completed** to report whether or not they have any unpaid Federal tax liability or were convicted of a felony criminal violation under a Federal law within the preceding 24 months. **Section J, Exhibit G is provided to each offeror for this requirement.**

7. Federal Contractor Program

In accordance with Federal Acquisition Regulation (FAR) 22.1303, any contractor or subcontractor with a contract of \$100,000 or more with the Federal Government must take affirmative action to hire and promote qualified targeted veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Legislatively mandated under 38 U.S. Code, Section 4212, codified at 41 CFR Section 61-300, respectively, contractors and subcontractors who enter into, or modify a contract or subcontract with the federal government, and whose contract meets the criteria set forth in the above legislation/regulations, are required to report annually on their affirmative action efforts in employing veterans. VETS has a legislative requirement to collect, and make available to OFCCP, reported data contained on the VETS-4212 report for compliance enforcement. <http://www.dol.gov/vets/vets4212.htm>.

Upon the successful submission of a VETS-4212 report(s), federal contractors will receive an email confirmation of receipt notification for their records. **Offerors shall include a copy of their confirmation notification email in their proposal as verification of submission for the current reporting period. DO NOT SUBMIT A COPY OF THE REPORT ITSELF. If this requirement is not applicable to your firm, provide a statement that your firm does not have any contracts subject to this requirement.**

A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-4212, Federal Contractor Veterans' Employment Report (VETS-4212 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.

8. Incurred Expenses

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

9. No Alternate or Multiple Proposals

Neither multiple proposals, nor proposal variations or options, nor alternate or alternative proposals will be considered in the evaluation.

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD
BASIS OF AWARD**A. BASIS FOR AWARD**

1. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-price factors. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award a single contract to the offeror submitting the lowest price technically acceptable offer.
2. The Government intends to evaluate proposals and award the contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
3. The LPTA process is selected as appropriate for this acquisition because is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. A single award will be made. In order to permit efficient competition, the following methodology will be utilized. Proposals will be initially screened for price and placed in order of price (lowest price to highest price). The Government will then evaluate the non-price factors of the five (5) lowest priced proposals in accordance with the criteria of acceptability set forth in the solicitation. However, the Government, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. If one (1) of those proposals is technically acceptable, and if the price is determined to be reasonable in the price evaluation, the Government will make an award to that offeror with the lowest price. If there is no technically acceptable proposal, the next group of five (5) proposals will continue to be evaluated in the order of lowest price to highest price until one (1) has been determined to be technically acceptable. Accordingly, under this methodology, the non-price factors of some proposals may not be evaluated by the Government. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both non-price and price) for the purpose of establishing a competitive range.
4. Each non-price factor will be rated as either Acceptable or Unacceptable. An "UNACCEPTABLE" rating in any factor results in the overall non-price proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price rating of "UNACCEPTABLE" makes a proposal ineligible for award.

B. DEFINITIONS – the following definitions are relevant to the evaluation process:

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

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

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

ACCEPTABLE FEATURES: A proposed method or technique in the proposal that addresses solicitation requirements such that no further explanation or documentation is necessary.

PAST PERFORMANCE: Relates to how well an Offeror has performed; e.g., the quality of work accomplished, schedule compliance, customer satisfaction.

EXPERIENCE: Pertains to work performed by an Offeror, within the prescribed timeframe, which is the same or similar to the work that may be ordered under this contract in terms of size, scope, and complexity. Experience is distinct from past performance (how well an Offeror has performed).

PROJECT: A design-build or design-bid-build construction activity or task, with a single starting point and a single ending point.

COMBINED PROJECT(S): Projects with multiple starting and ending points, performed under separate task orders, delivery orders, or multiple contracts combined in a single description. No credit will be given for work performed under MACC/IDIQ/JOC contracts in the aggregate or for multiple projects completed under more than one task/delivery order.

RENOVATION/REPAIR PROJECT TYPES: Refers to projects where the work modifies existing facilities.

NEW CONSTRUCTION: Refers to creating entirely new facilities (or new expansions to existing facilities where a new structure and foundation is provided as part of the expansion).

100% COMPLETE: The facility/work is completely constructed and ready for the intended use.

OFFEROR: Refers to the Contractor submitting the proposal as Offeror, including joint ventures, whose name appears in Block 14 of Standard Form (SF) 1442 (Solicitation, Offer and Award). In the event of a conflict or inconsistency between the Offeror's name cited on the SF 1442 and any other part of the proposal, the SF 1442 is the conclusive document in determining the Offeror who is submitting the proposal.

JOINT VENTURE (JV): A legal business entity formed between two or more companies (parties) to undertake the performance activities of a contract together. **ANY PROPOSED JV MUST MEET THE REQUIREMENTS OF 13 CFR 125.15.**

See <http://www.law.cornell.edu/cfr/text/13/125.15>.

FIVE-YEAR PERIOD: The prescribed timeframe for this solicitation that refers to the period of time for which projects may be submitted for experience or past performance. The five-year period is calculated by counting back five years from the initial RFP issuance date.

DESIGN-BUILD: Refers to combining design and construction in a single contract with one contractor. Design-build projects require design of the project by a licensed professional (i.e. engineer, architect). Projects that only require shop drawing level effort are not design-build projects.

DESIGN-BID-BUILD: Refers to the traditional delivery method where design and construction are sequential and contracted for separately with two contracts and two contractors.

SELF-PERFORM: Refers to performing relevant major trade work in-house without subcontractors. This does not include administrative or management functions. Relevant major trade work is that which is the same or similar to the work that may be ordered under this contract.

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

C. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-price factors:

Factor 1 – Experience

Factor 2 – Past Performance

Factor 3 – Safety

2. Basis of Evaluation and Submission Requirements for Each Factor:

a. Price Factor

PRICE – Based on Proposed Task Order 0001 (Exhibit J)

a. Proposal Submission Requirements:

The Offeror (see definition) shall complete and submit (in a sealed envelope) the following in the order shown below under **Tab “Price”** of the original proposal only.

- Standard Form (SF) 1442 (Solicitation, Offer and Award)
- Bid Bond in the minimum amount of \$10,000,000.00.

Failure to submit a Bid Guarantee conforming to the requirements of the solicitation may result in an Offeror's proposal being rejected as unacceptable.

b. Basis of Evaluation:

The price proposal for **Proposed Task Order 0001** (Exhibit J) will be evaluated to determine the reasonableness and completeness of the Offeror's proposal. The following techniques will be used to ensure a fair and reasonable price:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of proposed prices with the independent Government estimate.

In addition, one or more of the following techniques may also be utilized:

- Comparison of proposed prices with available historical information.
- Comparison of proposed prices with resources proposed.
- Obtain information/reports from Defense Contract Audit Agency (DCAA) or other outside agencies as required.

b. Non-price Factors

FACTOR 1: EXPERIENCE (See definition)

a. Proposal Submission Requirements:

Submit **Exhibit “A”** (Construction Experience Project Data Sheet) under **Tab “Exhibits A & B.”**

Submit five (5) 100% complete construction projects for the Offeror that best demonstrate your experience on relevant projects that are similar in size, scope, and complexity to projects that may be ordered under this contract.

For purposes of this evaluation, relevant projects are further defined to provide Commercial and Institutional Building Construction work as defined under NAICS 236220 with minimal design requirements for new

minor construction, facility repair, rehabilitation, and alterations for a broad range of renovation and construction work. and associated work within the construction cost range of \$2,000 to \$500,000.

Projects may include, but are not limited to commercial and institutional buildings and related structures such as office buildings, barracks, fire stations, warehouses, and educational facilities.

Additional submission requirements:

- Submit at least two (2) projects with a construction cost of \$150,000 or above.

- Submit at least one (1) project demonstrating a minimum of 25% **self-performed** construction experience

Projects submitted for the Offeror shall be 100% complete (see definition) within the past five (5) years of the date of issuance of this RFP.

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

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

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

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, at least one relevant project shall be submitted for each Joint Venture partner. If no shared project experience is demonstrated, proposals that fail to submit at least one relevant project for each partner in the Joint Venture will be rated Unacceptable. 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/LLC/LTD firm will have meaningful involvement in the performance of the contract. Regarding any such submitted project, if the Offeror fails to demonstrate the affiliate/subsidiary/parent firm's meaningful involvement in the performance of this contract, the project will not be considered relevant and will not be evaluated. Offerors are still limited to a total of five (5) projects combined.

b. Basis of Evaluation:

The basis of evaluation will be the Offeror's demonstrated experience in performing five (5) relevant construction projects as defined in the proposal submission requirements above. 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.

Proposals which submit fewer than five (5) relevant construction projects or fail to demonstrate experience as required above will be rated Unacceptable.

Any project submitted which is (1) in excess of the five (5) required projects, (2) combined projects (see definition), (3) not 100% complete within the five-year period specified (see definition), (4) outside the scope of work of this solicitation, or (5) outside the construction cost range of \$2,000 to \$500,000, will not be evaluated.

FACTOR 2: PAST PERFORMANCE

Past performance information is one indicator of an Offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

The Offeror may be given an opportunity to clarify certain aspects of its proposal, (e.g., the relevance of the Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

a. Proposal Submission Requirements:

Submit evaluations under **Tab "Exhibits A & B"** immediately following each of the projects shown on Exhibit "A" to which they pertain. For each project submitted in Factor 1, use one of the following formats to demonstrate past performance:

- For commercial projects, submit a past performance questionnaire (PPQ) (**Exhibit "B"**). Ensure correct/current phone numbers and email addresses are provided for the client point of contact. Offerors are required to provide PPQs with their proposal.
- For Government projects, submit a copy of a U.S. Army Corps of Engineers Construction Contractor Appraisal Support System (CCASS) performance evaluation, for construction. If no CCASS evaluation exists, the Offeror may submit a PPQ; however, the government will not consider any PPQ submitted for a project if an official CCASS evaluation exists in the government database.

If you are submitting a project your firm performed as a subcontractor, include the name and POC for the prime contractor.

If the rating received was less than Satisfactory, provide a brief description of the problem(s) resulting in this evaluation and what corrective action, if any, was taken. Offerors may also address any adverse past performance issues. Explanations for all projects combined shall not exceed one (1) double-sided page (or two (2) single-sided pages) in total.

Past performance information submitted for projects other than those listed in Factor 1 will not be considered.

Proposals that fail to provide required and complete information and an accessible point of contact (POC) with a correct phone number may be rated as Unacceptable.

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 1 – Experience and past performance on other projects currently documented in known sources. 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), and any other known sources not provided by the Offeror.

Offerors will be rated as acceptable when PPQs/CCASS evaluations and information obtained from any other sources reflect, at a minimum, a satisfactory level of performance considering the following: the contractor's history of reasonable and cooperative behavior; commitment to customer satisfaction; record of conforming to specifications and applicable law (i.e., Davis Bacon Wage Determinations/Safety Standards, etc.); quality of workmanship; record of recommending and/or implementing innovative approaches and/or technologies; record of controlling costs; safety performance record; and adherence to schedules.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability "unknown" shall be considered "acceptable."

FACTOR 3: SAFETY

a. Proposal Submission Requirements:

The Offeror shall use **Exhibit "C"** (Safety Data & Narrative) to submit (under **Tab "Exhibit C"**) 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) previous complete calendar years [2012, 2013, and 2014], 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 adversely affected the EMR should be addressed as part of this element.

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

For the three (3) previous complete calendar years [2012, 2013, and 2014], 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 (OSHA). If you cannot submit an OSHA DART rate, affirmatively state so, and explain why. Any extenuating circumstances that adversely affected the OSHA DART rate data should be addressed as part of this element.

3) Technical Approach for Safety:

Describe the plan that the Offeror will implement to evaluate the safety performance of potential subcontractors, as part of the selection process for all levels of subcontractors. Also, describe how the Offeror will ensure and monitor safe work practices at all subcontractor levels. The safety narrative shall be limited to two (2) pages.

b. Basis of Evaluation:

The Government will evaluate the Offeror's overall safety record and the Offeror's plan to select and monitor subcontractors 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'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's Technical Approach for 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. An EMR greater than 1.0 is considered high risk and may be considered Unacceptable; however, the Government may take into account any upward or downward trends and extenuating circumstances that impact the rates.

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. A DART Rate of 3.00 or higher is considered high risk and may be considered Unacceptable; however, the Government may take into account any upward or downward trends and extenuating circumstances that impact the rates.

3) Technical Approach for Safety:

The Government will evaluate the narrative to determine that the safety performance of potential subcontractors will be considered in the selection of all levels of subcontractors and that the Offeror's plan will monitor and ensure safe work practices at all subcontractor levels. Offerors who fail to address either of these items will be rated Unacceptable.

EXHIBITS FOR SUBMISSION REQUIREMENTS ARE PROVIDED AS SEPARATE ATTACHMENTS ON THE FEDERAL BUSINESS OPPORTUNITIES WEBSITE AT <http://www.fbo.gov>.