

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N62473-15-R-1604	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 13-Mar-2015	PAGE OF PAGES 1 OF 51
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ACQR3830564	6. PROJECT NO.
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7. ISSUED BY NAVFAC SOUTHWEST COASTAL IPT CODE ROPMA NAVAL STATION SAN DIEGO 2730 MCKEAN ST BLDG 291 SAN DIEGO CA 92136  TEL: _____ FAX: _____	CODE N62473	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE _____  <b>See Item 7</b>  TEL: _____ FAX: _____
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9. FOR INFORMATION CALL:	A. NAME LARRY G ROMIG	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 619-556-8251
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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):*

DESIGN-BUILD PROJECT, P-800 STEAM DISTRIBUTION SYSTEM DECENTRALIZATION, NAVAL BASE SAN DIEGO, CALIFORNIA

THIS IS AN UNRESTRICTED, FULL AND OPEN COMPETITIVE PROCUREMENT.

The North American Industry Classification System (NAICS) code is 238220, Plumbing, Heating, and Air-Conditioning Contractors, and the annual size standard is \$15 Million.

The Construction Cost Limitation (CCL) is \$40,000,000 for this project. Proposals exceeding the CCL may be rejected.

11. The Contractor shall begin performance within 15 calendar days and complete it within 745 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See FAR 52.211-10 \_\_\_\_\_.)

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

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 13 Apr 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) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	P800 Steam Decentralization - NBSD FFP Design-Build Contract, P-800 Steam Distribution System Decentralization at Naval Base San Diego, California FOB: Destination PURCHASE REQUEST NUMBER: ACQR3830564		Each		

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DELIVERY INFORMATION

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

## Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS 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 Gene Romig at (619) 556-8251 or via email at [larry.romig@navy.mil](mailto:larry.romig@navy.mil). The Government does not intend to respond to inquiries submitted less than ten (10) days before the proposal receipt date. RFP Parts 2-6 will be provided during Phase II. **Therefore, requests for information regarding RFP Parts 2-6 will not be accepted until Phase II.**

**2. Proposal Submission Requirements**

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

Proposals shall be submitted in three ring binders or bound, with tabs or separators. Page limits, where 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:

**Phase I:**

Cover Letter

SF1442 (Solicitation, Offer and Award) with blocks 14 through 20c completed

Joint Venture Agreement (if applicable)

Financial Questionnaire (Attachment A in sealed envelope from financial institution)

Surety Form (Attachment B)

Representations and Certifications – Section 00600 of RFP (submit all applicable clauses in section 00600)

Factor 1 – Technical Approach

Factor 2 – Experience

Factor 3 – Past Performance

Factor 4 – Safety

Offerors shall submit only the information/exhibits required. Do not submit any additional information such as brochures or other pre-printed material.

A total of one (1) original and five (5) hard copies and one (1) electronic copy on CD of the complete Phase I 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 shall address all Phase I evaluation factors and shall submit the proposal to the following address:

Naval Facilities Engineering Command Southwest  
Coastal IPT/OPUA.LR  
Attention: Gene Romig  
2730 McKean Street, Building 291  
Naval Base San Diego  
San Diego, CA, 92136

Emailed or facsimile proposals will NOT be accepted.

**LATE SUBMITTALS WILL NOT BE CONSIDERED.** Proposal must be clearly marked on the outside of the package with the solicitation number.

**THE FOLLOWING EVALUATION FACTORS ARE APPLICABLE ONLY TO THOSE OFFERORS WHO ARE SELECTED TO PROCEED TO PHASE II OF THE SOURCE SELECTION PROCESS. DO NOT SUBMIT TABS 5 THROUGH 7 IN PHASE I PROPOSALS.**

**Phase II:**

**Phase II Technical Proposal (include one (1) original and five (5) hard copies and one (1) CD):**

Factor 5 – Technical Solution

Factor 6 – Small Business Utilization

Subfactor 7A – Past Performance in Utilization of Small Business Concerns

Subfactor 7B – Small Business Participation

**Phase II Price Proposal (include one (1) original in a sealed envelope.**

Price (In sealed envelope) – The envelope shall contain the following original documents:

SF1442 (Solicitation, Offer, and Award) with blocks 14 through 20c completed,

Contract Pricing Schedule (Offer Schedule);

Current VETS-100 registration

Bid Bond (see FAR clause 52.228-1)

### 3. Pre-Proposal Conference

- (a) A pre-proposal conference will be held 18 March 2015 at 10:00 a.m. at Mariner Park, located on 32<sup>nd</sup> Street, a few blocks outside the Main Gate of Naval Base San Diego (map provided as an attachment), where questions will be answered relative to this RFP. Comments, constructive criticism, and identification/notification of RFP inconsistencies are solicited as well. **There is no need to obtain a base access pass for this conference since it is located off base.**
- (b) The pre-proposal conference will include an opportunity for Prime Contractor and Small Business Subcontractor networking. Interested Prime Contractors and Small Business Subcontractors are encouraged to participate. It is suggested that attendees come prepared for this event with company literature or brochures, as time will be given for Small Business Subcontractors to network with Prime Contractors interested in this procurement.
- (c) All prospective Offerors are urged to attend this conference. In order to make the conference as productive as possible, Offerors are requested to submit, three days prior to the pre-proposal conference, any questions they may have in writing to Gene Romig at [larry.romig@navy.mil](mailto:larry.romig@navy.mil). The submission of written questions will not preclude anyone from posing questions during the pre-proposal conference.
- (d) Failure of a prospective Offeror to submit any questions or to attend the conference will be construed to mean that the Offeror fully understands all requirements of the solicitation. Prospective Offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the concepts involved in the project and the specifications, terms, and conditions of the solicitation.
- (e) No minutes of this meeting will be issued. All prospective Offerors are advised that this solicitation will remain unchanged unless it is amended in writing. However, if an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment as described in Contract Clause "Amendment to Solicitations" of this section shall be applicable.

### 4. Joint Venture Agreement:

- (a) **Joint Venture Offerors:** Joint Venture Offerors shall provide a copy of the joint venture agreement. The agreement shall include information that identifies the responsibilities for each entity under this contract, demonstrates the relationship between firms, and identifies contractual relationships and authorities to bind each entity of the joint venture. The joint venture also must complete the online representations and certifications for each joint venture member as well as for the joint venture itself.
- (b) **Joint Venture Lead Design Firms:** Joint Venture Lead Design Firms shall provide a copy of the joint venture agreement. The joint venture agreement shall include information that identifies the responsibilities for each entity under this contract and demonstrates the relationship between firms.

### 5. Financial Questionnaire and Surety Form

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 shall **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.

Offerors shall submit the Surety Form to their Surety and request the Surety complete the form with regard to the offeror's firm so that the offeror can include the form 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.**

The Joint Venture Agreement, Financial Questionnaire, Surety Form, and Representations and Certifications will not be rated. They will, however, be considered in assessing the offeror's responsibility.

## **6. System for Award Management**

The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in Central Contractor Registry (CCR), Federal Registration (Fedreg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS).

Contractors must be registered in SAM prior to award of a Department of Defense (DoD) contract. For more information and to complete the electronic representations and certifications, see the SAM website at <https://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 (NAICS 238220 – Plumbing, Heating, and Air-Conditioning Contractors).

## **7. Subcontracting Information**

For information regarding the Small Business Administration's (SBA) Mentor-Protégé Program see <http://www.sba.gov>. For information regarding the Department of Defense (DoD) Funded mentor Protégé Program, see <http://www.acq.osd.mil/osbp/sb/programs/>. As part of the outreach program it is recommended that your company/firm consider using the Dynamic Small Business Search as a source of small businesses. The Dynamic Small Business Search is a free Internet database of information on more than 171,000 small businesses, small disadvantaged businesses, women-owned small businesses, and HUBZone small businesses. As of October 1, 1999, small disadvantaged subcontractors must receive certification from the SBA. The Dynamic Small Business Search is available at [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm). Information on the DoD's women-owned small business program is available at <http://www.acq.osd.mil/osbp/sb/initiatives/wosb/index.shtml>.

## **8. Federal Contractor Program**

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

Companies must file an annual VETS-100 report, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided on the VETS-100 web site <http://www.vets.dol.gov/vets100/> or employers may contact the VETS-100 Processing Center at (301) 586-1580 or email at [helpdesk@vets100.com](mailto:helpdesk@vets100.com). **A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-100, Federal Contractor Veterans' Employment Report (VETS-100 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.**

## **9. 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.

**10. No Alternate or Multiple Proposals**

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

SF1442 CONTINUATION PAGE***STANDARD FORM 1442: SOLICITATION, OFFER, AND AWARD CONTINUATION SHEET, BLOCK 10:*****READ THE FOLLOWING IN CONJUNCTION WITH THE ACQUISITION REQUIREMENTS.**

PROPOSALS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS REQUEST FOR PROPOSAL (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN PROPOSALS IS PRESCRIBED IN 18 U.S.C. §1001.

THE GOVERNMENT INTENDS TO EVALUATE PROPOSALS AND AWARD WITHOUT DISCUSSIONS. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF IT IS LATER DETERMINED BY THE CONTRACTING OFFICER TO BE NECESSARY. THEREFORE, EACH INITIAL OFFER SHOULD CONTAIN THE BEST TERMS FROM A TECHNICAL AND PRICE STANDPOINT.

This solicitation includes FAR clause 52.225-11, Buy American Act – Construction Materials Under Trade Agreements and FAR 52.225-12, Notice of Buy American Act Requirement – Construction Materials Under Trade Agreements.

**Contract Description**

This procurement includes one (1) base item and no option items. This procurement is located at Naval Base San Diego, California and is being advertised on an unrestricted basis inviting full and open competition and uses the two-phase design-build selection procedures and consists of one solicitation covering both phases. Source Selection procedures will be used with the intent to award a firm-fixed price construction contract to the responsible offeror whose proposal, conforming to the Request for Proposal (RFP), is the most advantageous and offers the best value to the Government, price and non-price factors considered. Price evaluation preference will be given to HUBZone Small Business concerns, in accordance with FAR 52.219-4.

**Description of Work**

This acquisition will result in an unrestricted full and open Firm-Fixed Price (FFP) Design-Build contract for the design and construction of P-800 Steam Distribution System Decentralization at Naval Base San Diego, California. This project disconnects the existing centralized steam distribution system and provides for the construction of localized mechanical systems for approximately 45 buildings and ten piers at Naval Base San Diego (NBSD). Mechanical systems include high efficiency natural gas water boilers, radiant gas heaters and other similar heating systems and associated piping to accommodate building and pier mechanical load requirements. The project will also discontinue use of the centralized steam system. This includes the modification, demolition and abandon-in-place of existing steam distribution lines and heat exchangers that support building systems such as hot water heaters and heating and ventilation systems. Dedicated steam plants will be constructed to serve the piers.

The project includes renovation of all affected building spaces where the existing heating systems are renovated. Renovations include ceiling, wall, and roofing repairs, as well as furring to accommodate mechanical piping and electrical renovations. Mechanical utility work includes upgrading and expanding the natural gas laterals or valve box or vault for the underground natural gas piping system to provide the required gas service to the new gas-fired system retrofits and/or providing new gas lateral for building where there are no existing gas service. Gas service to each facility shall include service meters with pulse output capable of remote reading. Electrical utility work includes modification of existing underground electrical to accommodate the decentralized steam system retrofits.

Demolish the existing aboveground steam distribution system and disconnect from the existing central cogeneration steam plant to accomplish full decentralization of the steam system. Demolish existing steam manholes and repair paving, parking aprons, and other surfaces where manholes are removed.

The period of performance for the design and construction for P-800 will be 745 days from contract award as set forth in the schedule.

Full Construction Plans and Specifications will be included for the elements listed above upon issuance of the Phase II RFP.

The Contract Line Item Number (CLIN) structure for the acquisition package will be as follows:

<b>CLIN 0001</b>	<b>Description</b>	<b>Period of Performance</b>
Base Item 0001	FFP for all labor, equipment and materials to provide design and construction for P-800 Steam Distribution System Decentralization at Naval Base San Diego, California in accordance with RFP Parts 2-6 (issued separately), and all amendments.	745 days after contract award

## SECTION 00210 BASIS OF AWARD

### **BASIS OF AWARD AND EVALUATION FACTORS**

#### **1. BASIS OF AWARD**

- a. . The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.
- b. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- c. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.
- d. All technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.
- e. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's

assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

## 2. DEFINITIONS

**a. 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.

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

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

**d. STRENGTH:** An aspect of a proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

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

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

**g. EXPERIENCE:** Pertains to work performed by an Offeror and Offeror's Team, 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).

**h. SUSTAINABLE FEATURES:** Features in the design, construction, and operation of facilities with the goal of conserving resources and minimizing adverse effects on the environment while enhancing occupant productivity, minimizing energy use, improving quality and durability of materials, increasing recycling and use of recycled products, waste reduction, etc. Relevant sustainable features are those that are the same or similar to those recognized by the USGBC LEED rating system.

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

**j. 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 contracts in the aggregate or for multiple projects completed under more than one task/delivery order.

**k. RENOVATION, REPAIR, ALTERATION PROJECT TYPES:** Refers to projects where the work modifies existing facilities.

**l. NEW CONSTRUCTION:** Refers to creating entirely new facilities (or new expansions to existing utilities systems where major components are provided as part of the expansion).

**m. 100% COMPLETE:**

**For construction projects:** The facility is completely constructed and ready for the intended use.

**For design projects:** 100% plans and specifications signed off by an Architect-Engineer and ready for construction with final cost estimate. Does not include any Post Construction Award Support (PCAS).

**n. 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.

**o. OFFEROR'S TEAM:** Refers to the Offeror (see definition), the Offeror's outside Lead Design Firm, and/or in-house Lead Designer(s) only; does not include subcontractors or consultants.

**p. LEAD DESIGN FIRM / DESIGN TEAM:** Applies to the Offeror's primary design firm(s) and any in-house lead designer(s).

**q. JOINT VENTURE (JV):** A legal business entity formed between two or more companies (parties) to undertake the performance activities of a contract together. This does not include other arrangements such as "teaming agreement" or "strategic alliance," which are not recognized as bona fide joint ventures for the purposes of this solicitation.

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

**s. 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.

**t. 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.

**u. 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.

**v. 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.)

### 3. EVALUATION FACTORS

Offerors will be evaluated on the following factors:

#### **Phase I:**

Factor 1 – Technical Approach

Factor 2 – Experience

Factor 3 – Past Performance

Factor 4 – Safety

The most highly qualified Offerors selected to participate in Phase II will be evaluated on the following factors.

#### **Phase II:**

Factor 5 – Technical Solution

Factor 6 – Small Business Utilization

Subfactor 6A – Past Performance in Utilization of Small Business Concerns

Subfactor 6B – Small Business Participation

Factor 7 – Price

The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant

projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

The relative order of importance of the non-price evaluation factors and subfactors is that the technical factors (Factors, 1, 2, 4, 5, and 6 and their respective subfactors) are of equal importance to each other respectively and, when combined are equal to the performance confidence assessment (Past performance) (Factor 3). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined are approximately equal to price.

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

Offerors are advised that those Offerors who are selected to proceed to Phase II are not guaranteed receipt of a contract award. Award will be made to the responsible Offeror whose proposal, conforming to the solicitation, is determined to be the most advantageous to the Government, price and other factors considered. Price evaluation preference will be given to HUBZone Small Business concerns, in accordance with FAR 52.219-4.

Upon conclusion of Phase I evaluations, the Government shall identify a maximum of five (5) most highly qualified offerors to proceed to Phase II, unless the Contracting Officer determines that a number greater than five (5) is in the Government's interest and is consistent with the purposes and objectives of two-phase design-build contracting.

#### **4. PHASE I Basis of Evaluation/Submission Requirements/Criteria Description**

##### **Factor 1 – Technical Approach:**

(a) Solicitation Submittal Requirements:

The composition and management of the firms proposed as the design-build (DB) team for this contract will be evaluated in this factor.

The Offeror shall submit the following information:

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

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

- (2) In addition to the narrative, the Offeror shall submit a signed copy of a joint venture agreement, partnership agreement, teaming agreement, approved mentor protégé agreement (MPA), or letter of commitment for each member of the Offeror's team identified above (e.g., joint venture member, partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.).

(b) Basis of Evaluation:

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

**Factor 2 – Experience:**

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

(1) Construction Experience:

Submit a minimum of three (3) and a maximum of five (5) relevant construction projects for the Offeror that best demonstrates your self-performed (see definition) experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as gas-fired steam, heating hot water systems or Natural Gas Main infrastructure, particularly with controlling and maintaining pressures in the system; with construction costs of at least \$5,000,000. Construction experience may be considered more favorably for Offerors showing experience in any of these additional areas:

- Demonstrates experience with work on waterfront piers.
- Demonstrates experience on projects of 10 million BTU/hour or greater.

Projects submitted for the Offeror shall be 100% complete 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 & Design Experience Project Data Sheet (Attachment C) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through U.S. Green Building Council (USGBC) or the equivalent organization or process.

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

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

such submitted project, if the Offeror fails to demonstrate the affiliate/subsidiary/parent/LLC/LTD firm's meaningful involvement in the performance of this contract, the project will not be considered relevant and will not be evaluated.

(2) Design Experience

Submit a minimum of three (3) and a maximum of five (5) relevant design projects for the design team that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as gas-fired steam or heating hot water systems or Natural Gas Main infrastructure, particularly with controlling and maintaining pressures in the system; with construction costs of at least \$5,000,000. Experience may be considered more favorably for Offerors showing experience in any of these additional areas:

- Demonstrates experience with work on waterfront piers.
- Demonstrates experience on projects of 10 million BTU/hour or greater.
- Design Team demonstrates experience with construction/renovation within registered historic districts or on registered historic buildings.

Projects submitted shall be 100% complete within the past five (5) years of the date of issuance of this RFP. For design-build projects, the design portion of the contract shall have been completed within the past five (5) years of the date of issuance of this RFP.

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

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

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through U.S. Green Building Council (USGBC) or the equivalent organization or process. Also, the description should address features detailing how the work was completed in accordance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties".

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract. Regarding any such submitted project, if the Offeror fails to demonstrate the affiliate/subsidiary/parent/LLC/LTD firm's meaningful involvement in the performance of this contract, the project will not be considered relevant and will not be evaluated.

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

(b) Basis of Evaluation:

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

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

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

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

### **Factor 3 – Past Performance:**

#### **(a) Solicitation Submittal Requirements:**

If a completed Construction Contractor Appraisal Support System (CCASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for construction experience. If a completed AE Contractor Appraisal Support System (ACASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for design experience. If there is not a completed CCASS or ACASS evaluation then submit Past Performance Questionnaires (Attachment D) for each project included in Factor 2 for both Construction Experience and Design Experience. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Gene Romig ([larry.romig@navy.mil](mailto:larry.romig@navy.mil)).

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 2 – Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

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

Performance award or additional information submitted will not be considered.

#### **(b) Basis of Evaluation:**

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 2 – Experience and past performance on other projects currently documented in known sources. More emphasis will be placed on more relevant projects. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are

part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

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

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

#### **Factor 4 – Safety**

(a) Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR):

For the three (3) previous complete calendar years (2012-2014), 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 affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

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

For the three (3) previous complete calendar years (2012-2014), 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. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety:

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

(b) Basis of Evaluation:

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

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

(1) Experience Modification Rate (EMR):

The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

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

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety:

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

## 5. PHASE II Basis of Evaluation/Submission Requirements/Criteria Description

THE FOLLOWING EVALUATION FACTORS ARE APPLICABLE ONLY TO THOSE OFFERORS WHO ARE SELECTED TO PROCEED TO PHASE II OF THE SOURCE SELECTION PROCESS.

NOTE: ALL CRITERIA, EVALUATION FACTORS, AND EVALUATION FACTOR RATINGS, FROM PHASE I WILL BE INCORPORATED INTO THE PHASE II EVALUATION.

### Factor 5 – Technical Solution

(a) Solicitation Submittal Requirements:

Provide a narrative describing the technical solution to the project that meets the requirements of the RFP. Include the following:

- Construction Schedule sequencing and coordination minimizing tenant disruption. Maximum of fifty (50) work items, not including headers. Assume a start date of 01 September 2015.
- Approach to the schedule that will achieve major milestones within the contract period of performance. Assume interim Beneficial Occupancy Date (BOD) as each building or groups of buildings are completed.
- Approach to work along the waterfront piers, including coordination with Port Operations, Navy Dock Master and Port Security.
- Approach to building connections to the gas main. In particular, as buildings are connected to the gas main, pressure in the gas main will be affected. Describe your approach to regulating the gas main to correct for this effect.

Narrative shall not exceed three (3) double-sided pages (or six (6) single-sided pages) and (2) single-sided 11x17 schedule pages.

**(b) Basis of Evaluation:**

The Government will evaluate the narrative and schedule considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the Offeror's technical solution to determine adherence to the technical requirements of the RFP.

**Factor 6 – Small Business Utilization**

**Factor 6 consists of two Subfactors, 6A, Past Performance in Utilization of Small Business Concerns, and 6B, Small Business Participation.** The evaluation of Subfactors 6A and 6B are of equal importance to the determination of Factor 6 Rating.

**Definitions:** “SB” as used herein, is intended to include Small Business concerns, Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), Historically Underutilized Business Zone Small Business concerns (HUBZone), Veteran-Owned Small Business concerns (VOSB), and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB). All small business programs are self-certifying programs with the exception of HUBZone certifications, see HUBZone SB Certifications below. Small Business Program requirements and definitions may be found in the Federal Acquisition Regulations (FAR), Part 19.

**HUBZone SB Certifications:** Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the System for Award Management (SAM website at [www.sam.gov](http://www.sam.gov)). It is the responsibility of the prime contractor to periodically check the SAM as certifications are subject to change.

**SUBFACTOR 6.A – PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS**

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

- a. Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror’s projects referenced under Factor 3, Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than five evaluation ratings are provided, only the first five will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor Appraisal Support Systems (CCASS), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS).
- b. Provide small business subcontracting history. Large businesses with Federal prime contracting experience shall provide final or current Subcontracting Report for Individual Contracts (SF294) or Individual Subcontracting Reports (ISR's) on prime (only) contracts submitted under Factor 3, Past Performance. If Factor 3-submitted contracts are not prime contracts, submit SF294s or ISRs for contracts of similar scope performed as the prime contractor. If goals were not met on any submitted contracts, an explanation for each unmet goal is required. Large Businesses with no documented SF294/ISR history shall submit a subcontracting history on Attachment (D), Small Business Past Performance. If more than five (5) reports are provided, only the first 5 reports will be considered.
- c. Small Business proposers shall provide a subcontracting history on Attachment (E), Small Business Past Performance.
- d. If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

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

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

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

(ii) Basis of Evaluation:

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

**SUBFACTOR 6.B – SMALL BUSINESS PARTICIPATION**

(i) Solicitation Submittal Requirements:

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

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

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

(ii) Basis of Evaluation:

**The following will be evaluated on all proposals:**

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

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

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

	<b>FY2015</b>
<b>SB</b>	<b>66.80%</b>
<b>SDB</b>	<b>17.27%</b>
<b>WOSB</b>	<b>15.3%</b>
<b>HUBZone</b>	<b>8.94%</b>
<b>VOSB</b>	<b>3.03%</b>

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

**Factor 7 - Price**

(1) Solicitation Submittal Requirements: Price shall be submitted on the Offer Schedule included in the solicitation.

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

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

A price that is found to be either unreasonably high or unrealistically low in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall proposal not being considered for award.

Any inconsistency whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an apparently unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price reasonableness rests solely with the Offeror.

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**ATTACHMENTS/EXHIBITS FOR SUBMISSION REQUIREMENTS ARE PROVIDED AS SEPARATE ATTACHMENTS ON THE NAVY ELECTRONIC COMMERCE ONLINE (NECO) WEBSITE AT <https://www.neco.navy.mil>**

## CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.215-7008	Only One Offer	OCT 2013

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
16.9%	6.9%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **San Diego, California**.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check,

irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **NAVFAC Southwest, 12220 Pacific Hwy, San Diego, CA 92132.**

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) Site visits may be arranged during normal duty hours by contacting:  
**A site visit will be conducted during Phase II.**

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.acquisition.gov](http://www.acquisition.gov)

(End of provision)

**CLAUSES INCORPORATED BY FULL TEXT****5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)**

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

**(a) Equity Securities (Stock):**

- (1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.
- (2) State whether the security issued was issued by public or private offering and give the place of registration of the security.
- (3) State whether the security is presently, actively traded.

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

- (1) List the type of bonds held and their maturity dates.
- (2) State the name, address, and telephone number of the issuing agency, firm or individual.
- (3) State the complete address(es) where the bonds are held.
- (4) State whether the bonds have been pledged as security or have otherwise been encumbered.

**(c) Real Property Interests:**

- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.
- (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

- (3) State the method(s) of valuation upon which appraisal is based.
  - (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
  - (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.
  - (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.
- (d) Persons Proposed as Individual Sureties:
- (1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
  - (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

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

5252.228-9302 BID GUARANTEE (JAN 1996)

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

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE

252.203-7005 Representation Relating to Compensation of Former DoD Officials NOV 2011

## CLAUSES INCORPORATED BY FULL TEXT

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$15 million.

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

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

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

(  ) Paragraph (d) applies.

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

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

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

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

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

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

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

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

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

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

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	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
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2014) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014

52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	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
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
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
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984

52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
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
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.227-7000	Non-estoppel	OCT 1966

252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **745 days after contract award**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$20,400** 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)

##### 52.219-28 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 represent 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 contract number N62473-15-C-1604.

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

(End of clause)

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

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

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

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

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

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

(2) Submit this estimate to **FEAD San Diego; Naval Base San Diego; 2730 McKean St, Bldg. 121; San Diego, CA 92136.**

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

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

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

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

None

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

## 252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

**NOT APPLICABLE**

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(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.

**NOT APPLICABLE**

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N62473/ROPMA
Admin DoDAAC	N62473/ROPMD
Inspect By DoDAAC	N/A
Ship To Code	N62473/ROPMD
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N62473/ROPMD
Service Acceptor (DoDAAC)	N62473/ROPMD
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/ROPMD
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

[NAVFAC\\_SW\\_ROPMD\\_inspector@navy.mil](mailto:NAVFAC_SW_ROPMD_inspector@navy.mil)

(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)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

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.

5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

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

(a) Equity Securities (Stock):

- (1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.
- (2) State whether the security issued was issued by public or private offering and give the place of registration of the security.
- (3) State whether the security is presently, actively traded.

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

- (1) List the type of bonds held and their maturity dates.
- (2) State the name, address, and telephone number of the issuing agency, firm or individual.
- (3) State the complete address(es) where the bonds are held.
- (4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.
- (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.
- (3) State the method(s) of valuation upon which appraisal is based.
- (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
- (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.
- (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

- (1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
- (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

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

5252.228-9302 BID GUARANTEE (JAN 1996)

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

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

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

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

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

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 15 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

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

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

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

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

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

#### 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.

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

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

#### Estimated Rates

Electricity	\$139.57/MWH
Fresh Water	\$15.24/KGAL
Compressed Air	\$3.61/KCF
Natural Gas	\$4.12/MBTU

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

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

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

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

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

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

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

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

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

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

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

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
  - (a) Any portion of the proposal that exceeds the final design.
  - (b) Any portion of the final design that exceeds the proposal.
  - (c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
- (2) The requirements of the solicitation, in descending order of precedence:

- (a) Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates.
- (b) Part 1 - Contract Clauses.
- (c) Part 2 - General Requirements.
- (d) Part 3 - Project Program Requirements.
- (e) Part 6 - Attachments (excluding Concept Drawings).
- (f) Part 5 - Prescriptive Specifications exclusive of performance specifications.
- (g) Part 4 - Performance Specifications exclusive of prescriptive specifications.
- (h) Part 6 - Attachments (Concept Drawings).

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

(END OF CLAUSE)

**5252.236-9313 Design-Build Contract – Incorporation of Designer of Record Final Design (Jul 2008).**

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

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

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

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

- (1) The Contracting Officers Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.
- (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.
- (3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

Section 00800 - Special Contract Requirements

WAGE DETERMINATION

THE APPLICABLE WAGE DETERMINATION WILL BE INCLUDED DURING PHASE II OF THE SOLICITATION.

ATTACHMENT S

Attachments that are provided in separate files for Phase I:

- Attachment A – Financial Questionnaire
- Attachment B – Surety Form
- Attachment C – Construction & Design Project Data Sheet
- Attachment D – Past Performance Questionnaire

Attachments provided in a separate file in Phase Two:

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