| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. N62473-16-R-5007 | 2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP) | 3. DATE ISSUED 26-May-2016 | PAGE OF PAGES 1 OF 140 |
|---|---|---|---|---|

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|---|---|---|
| | | |

| 7. ISSUED BY CODE N62473 | 8. ADDRESS OFFER TO (If Other Than Item 7) CODE |
|---|---|
| NAVFAC SOUTHWEST<br>CAPITAL IMPROVEMENTS CONTRACTS CORE<br>CODE RAQ20<br>1220 PACIFIC HWY<br>SAN DIEGO CA 92132-5190<br><br>TEL: FAX: 619-532-4789 | **See Item 7**<br><br>TEL: FAX: |

| 9. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) |
|---|---|---|
| | BRADLEY E. CRAWFORD | 619-532-2439 |

## SOLICITATION

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

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

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) JOB ORDER CONTRACT (JOC) SDVOSB SET-ASIDE FOR SPECIALTY TRADES ADDRESSED UNDER NAICS 238990, WHICH INCLUDE (BUT ARE NOT LIMITED TO): ELECTRICAL, MECHANICAL, PAINTING, ENGINEERING/DESIGN, PAVING (ASPHALTIC AND CONCRETE), FLOORING (TILE WORK/CARPETING), ROOFING, STRUCTURAL REPAIR, FENCING, HVAC, AND FIRE SUPPRESSION/PROTECTION SYSTEM INSTALLATION AT VARIOUS INSTALLATIONS LOCATED WITHIN NAVAL BASE VENTURA COUNTY (NBVC), CALIFORNIA AREA OF RESPONSIBILITY (EXCLUDING SAN NICOLAS ISLAND)

This is a competitive Lowest Price Technically Acceptable (LPTA) Source Selection procurement that is RESTRICTED to eligible Service-Disabled Veteran Owned Small Businesses (SDVOSB) as defined in section 3(q) of the Small Business Act (15 U.S.C. 632(q)) and SBA's implementing SDVOSB Program Regulations (13 C.F.R. 125).

NAICS: 238990
Size Standard: $15.0 Million
Task order range: $2,000 to $500,000
Minimum Contract Guarantee: $5,000

Construction Contract - Net 14 days for payment (FAR 52.232-27).

11. The Contractor shall begin performance within 15 calendar days and complete it within 365 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See* TASK ORDER *.)*

| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* ☒ YES ☐ NO | 12B. CALENDAR DAYS 15 |
|---|---|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)* local time _____ *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

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

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

## SOLICITATION, OFFER, AND AWARD (Continued)

*(Construction, Alteration, or Repair)*

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

| 14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)* | | 15. TELEPHONE NO. *(Include area code)* |
|---|---|---|
| | | 16. REMITTANCE ADDRESS *(Include only if different than Item 14)*<br>**See Item 14** |
| CODE | FACILITY CODE | |

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

| AMOUNTS | SEE SCHEDULE OF PRICES |
|---|---|

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| AMENDMENT NO. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE | | | | | | | | | | |

| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* | 20B. SIGNATURE | 20C. OFFER DATE |
|---|---|---|
| | | |

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

21. ITEMS ACCEPTED:

| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
|---|---|
| | |

| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* | **ITEM** | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c) |
|---|---|---|
| 26. ADMINISTERED BY CODE | | 27. PAYMENT WILL BE MADE BY: CODE |

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

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

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)* | | 31A. NAME OF CONTRACTING OFFICER *(Type or print)*<br>TEL: EMAIL: |
|---|---|---|
| 30B. SIGNATURE | 30C. DATE | 31B. UNITED STATES OF AMERICA<br>BY |
| | | 31C. AWARD DATE |

Section A - Solicitation/Contract Form

ADDITIONAL INSTRUCTIONS

## A.1 TABLE OF CONTENTS

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| X | D | PACKAGING AND MARKETING | |
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| X | F | DELIVERIES OR PERFORMANCE | |
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| X | M | EVALUATION FACTORS FOR AWARD | |


## A.2 TYPE OF CONTRACT

This is a Indefinite Delivery/Indefinite Quantity (IDIQ) contract. Refer to FAR Clause 52.216-1, Type of Contract (Apr 1984) in Section L. The performance period will be for a base year and four (4) 12 month option periods. One contract will be awarded. The anticipated base performance period will be from September 29, 2016 through September 28, 2017. Anticipated option periods will be:

September 29, 2017 through September 28, 2018
September 29, 2018 through September 28, 2019
September 29, 2019 through September 28, 2020
September 29, 2020 through September 28, 2021

## A.3 SET-ASIDE DETERMINATION

In accordance with FAR, Subpart 19.14, Service-Disabled Veteran-Owned Small Business Procurement Program, it has been determined that competition for this procurement **will be limited to Service-Disabled Veteran Owned Small Business Program participants**,

with the assigned NAICS code of 238990, All Other Specialty Trade Contractors, with a size standard of $15.0 million.

## A.4 STANDARD EXECUTION PROCEDURES

The NAVFAC SW Capital Improvement (CI) Contracts Core Team is the procuring office and is responsible for all contractual matters related to the basic contract. Individual task orders will be issued and administered by Contracting Officers at FEAD Ventura.

## A.5 SUMMARY OF SOURCE SELECTION PROCESS

The Government intends to evaluate offers and award a contract without discussions (except for clarifications, as described in FAR 15.306(a)). Therefore, your initial offer should contain your best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition, among the most highly rated proposals. Information regarding the source selection process, content of proposals, evaluation of proposals, and LPTA evaluation criteria to be used is located in Sections L and M.

## A.6 PRE-PROPOSAL CONFERENCE/SITE VISIT

No Pre-Proposal meeting is scheduled at this time. If the Government decides to hold a pre-proposal meeting, an amendment will be issued to the RFP with meeting details.

## A.7 DUE DATE FOR TECHNICAL AND PRICE PROPOSALS

It is requested that all questions be received by 12:00 PM (PDT) on **June 7, 2016**, as time may not permit responses to questions received after this.

**Proposals are due by 2:00 PM local time (PST) on June 28, 2016**. Refer to Section A.9, for proposal delivery address. The Offeror agrees to hold its offer firm for **120 days** from the date specified for receipt of proposals. See Section L, Proposal Submission Requirements for more information.

## A.8 DATABASE REGISTRATION

a. **System for Award Management (SAM):** In accordance with FAR Class Deviation - 2012-O0015 and DFARS 204.1104, FAR Clause 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) and DFARS Clause 252.204-7004 ALTERNATE A – SYSTEM FOR AWARD MANAGEMENT (FEB 2014) apply to this acquisition. See full text of each clause in Section L.

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

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

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

b. **VETS-4212**: legislatively mandated under 38 U.S. Code, Sections 4211 and 42121 and codified at 41 CFR Parts 61-250 and 61-300, and FAR Subpart 22.13, Equal Opportunity for Veterans, the Veterans' Employment and Training Service (VETS) has issued regulations and reporting requirements under The Vietnam Era Veterans Readjustment Assistance Act (VEVRAA) which requires Federal contractors and subcontractors to annually submit the Federal Contractor Veterans' Employment Report VETS-4212 ("VETS-4212 Report"). VETS has a legislative requirement to collect, and make available to OFCCP, reported data contained on the VETS-4212 and/or VETS-4212A reports for compliance enforcement. On-line registration instructions can be accessed from the VETS-100 home page at: http://www.dol.gov/vets/vets4212.htm.

c. **Executive Compensation**: In accordance with FAR Subpart 4.14, Reporting Executive Compensation and First-Tier Subcontract Awards, and the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), all Offerors are required to report subcontract award data and the total compensation of the five most highly compensated executives of the contractor and subcontractor. Refer to FAR Clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) in Section I. On-line registration and instructions can be accessed from the Federal Funding Accountability and Transparency Act (FFATA) homepage at: https://www.fsrs.gov/.

## A.9 TECHNICAL/CONTRACTUAL INQUIRIES

Technical/contractual inquiries shall be directed to the Contract Specialist, Brad Crawford, at the address listed in SF 1442, block #7, or by telephone at (619) 532-2439, or by e-mail at Bradley.crawford@navy.mil. Inquiries not received at least ten (10) days prior to closing date for receipt of proposals may not be considered timely and may not receive a response.

## A.10 POINTS OF CONTACT

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

CI Contracts Core
Code RAQ20.BC
1220 Pacific Highway
San Diego, CA 92132-5190

Primary POC: Brad Crawford, Contracting Officer
Phone: 619-532-2439

Email: Bradley.crawford@navy.mil

## A.11 CONTINUING RESOLUTION

Offerors are advised that funding may not become available. If funds are not available, no award will be made as a result of this solicitation. Offerors will not be reimbursed for any effort or proposal costs resulting from this solicitation.

End of Section A

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 0001 | | 20,000,000 | Each | | |
| | SDVOSB SET-ASIDE NBVC JOC<br>FFP<br>SDVOSB IDIQ JOC WITH ESTABLISHED COEFFICIENTS. THE ACTUAL AMOUNT OF WORK TO BE PERFORMED AND ASSOCIATED PERFORMANCE PERIOD WILL BE DETERMINED BY THE CONTRACTING OFFICER OR HIS/HER PROPERLY AUTHORIZED REPRESENTATIVE, WHO WILL ISSUE WRITTEN FIRM FIXED PRICE TASK ORDERS TO THE CONTRACTOR.<br>FOB: Destination | | | | |
| | | | | MAX NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0002 | | | | | |
| | PTO #0001 - SEED PROJECT<br>FFP<br>REPLACE VCT IN BUILDING<br>FOB: Destination | | | | |
| | | | | NET AMT | |

SCHEDULE OF SUPPLIES/SERVICES

## B.1 OFFERS

1. The offeror must submit one coefficient factor for each line item below, supported by a detailed cost breakdown on how the coefficient factors were developed. Refer to

Paragraphs B.2, B.3, and Section L (Volume II Cost) for instructions on submitting cost proposals.

| CLIN | DESCRIPTION | |
|---|---|---|
| 0001 | **NAVAL BASE VENTURA COUNTY** | $20,000,000.00 (includes base period and option years) |
| 9000 | Exhibit Line Item Numbers (ELINS)<br>FFP – Applicable for the Base year (See Exhibit A below) | |
| ELIN | FFP - Coefficient applicable to current R.S. Means (MEANS) Cost Data | COEFFICIENT |
| A001 | FFP - Coefficient Commercial / Facilities Cost Data<br>Pre-priced line items | _____ |
| A002 | FFP - Coefficient Commercial / Facilities Cost Data<br>Non Pre-priced line items | _____ |
| 0002 | PTO #0001 – Seed Project | $_____ |

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

## B.2 OFFEROR'S COEFFICIENT AND PRE-PRICED WORK

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

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

| | | |
|---|---|---|
| Airlines (drop line)<br>All hand tools<br>Awl<br>Axes<br>Brushes<br>Barricades, Safety<br>Bolt cutters<br>Barrier tape<br>Broom<br>Cable cutters<br>Cable pullers/Hoist (hand held) Can Opener<br>Calking Gun<br>Caulking/Yarning Irons<br>Chain Saw<br>Chisels<br>Clamps<br>Cleaning Equipment (hand held)<br>Compressor (sized as<br>required to run tools)<br>Conduit bender<br>Crow Bars<br>Dividers<br>Drift Pins<br>Drill, pneumatic<br>Drill, pneumatic bits (up to 1<br>¼ dia.)<br>Drill, Motors (hand held)<br>Drill, Bits<br>Drill, Hole Saw<br>Drill, Rotary hammer (up to 1 ¼ dia.)<br>Extension Cords<br>Files (hand held)<br>Fish tapes<br>Gloves<br>Flash Lights<br>Floats (hand held)<br>Groover, Pipe (hand held)<br>Hacksaws<br>Hot Tap (hand held) | Hammers, hand<br>Hammers, chipping<br>Hammer, Jack<br>Industrial Vacuum and Hepa Vac<br>Jack, Hydraulic (12 tons or less)<br>Knives<br>Ladders (step to 12' and extension to 24')<br>Lead Pot and Ladle<br>Levels<br>Levels, Builders<br>Level, laser<br>Lighting. Temporary (up to 6 each)<br>Nailer, Pneumatic<br>Nail Sets<br>Picks<br>Planes, (hand held)<br>Planes, Electric, (hand held)<br>Pliers<br>Powder Actuated Fastening<br>Tools<br>Plumb Bob<br>Pot Hook<br>Personal Protective Equipment<br>Punches<br>Rake<br>Rasps (files)<br>Reinforcing steel, Shear and Bender<br>Rivet Sets (Light, hand held) Rollers-Flooring<br>Rules<br>Safety Equipment (PPE)<br>Safety fencing (orange plastic)<br>Sanders (hand held)<br>Saws, Hand<br>Saws, Electric Hand, Circular<br>Saws, Electric Hand, Reciprocating<br>Saws, Backsaws and MiterBox | Saws, Power Miter Box<br>Saw Horses<br>Scaffolding, Portable. (8' table height)<br>Scrapers (hand held)<br>Screw Drivers<br>Screw Drivers, Electric<br>Scribers<br>Shears (hand held)<br>Shovels<br>Sledgehammers<br>Squares<br>Staplers, Air/Hand<br>Steel Framing Tools,<br>Lightweight Steel Framing<br>Tampers (hand held, non- powered)<br>Tapelines<br>Tarpaulins (12' X 24" maximum of *5* each)<br>Temporary Lighting (400 square feet)<br>Tin Slips<br>Torch, hand<br>Torch Igniters<br>Trash Receptacles *(35/gallon*, 4 each)<br>Trowels (non-powered, hand held)<br>Tool Boxes (personal)<br>Traffic cones<br>Tubing Cutters (hand held, non-powered)<br>Vacuum, wet/dry *(5* gal)<br>Vehicles (up to 1.5 ton)<br>Vice<br>Volt Meter, volt/ohm meter<br>Wheel Barrow (non-powered)<br>Wire Strippers<br>Wrenches |

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

3. The coefficient will be used in establishing the price for task orders and modifications. The coefficient is multiplied by the sum of bare costs (no O&P) for line items identified within the current edition of the MEANS Cost Data books or software that correspond to task order work items, to arrive at the total proposed cost of any given task order. *The coefficient also includes any overhead and profit for subcontractors hired by the JOC Contractor. No additional compensation for using subcontractors will be paid by the Government*.

4. The current edition of the MEANS Cost Data books or software shall be used in each year of the contract, including the most current quarterly updates for all costs. The

volumes/titles within the MEANS Cost Data books or software to be consulted and used to identify pre-priced work items (as listed by preference below) are as follows:

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

As each new MEANS Cost Data book or software is released, it will be used for all pricing within that year, including quarterly updates. For example, if the base year occurs in 2016, the 2016 edition shall be used with the most up to date quarterly update; upon release of the 2017 edition, all subsequent work shall be priced using the 2017 edition (and current quarterly update), until the next edition is released. For purposes of task order negotiations, the MEANS Cost Data book or software and current quarterly update in effect at the time the task order Request for Proposal (RFP) is due will be used for negotiating purposes. Similarly, any modifications made to a contract task order will incorporate the MEANS edition and quarterly update in effect at the time the modification RFP is due. The offeror is responsible for purchasing and maintaining its own current edition of the MEANS Cost Data books or software products for this purpose, and installing quarterly updates as they become available.

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

5. Bare costs of line items/descriptions within the MEANS Cost Data book or software, by which the coefficient is multiplied to arrive at the task order proposal pricing, are "pre-priced". Items not available with the MEANS Cost Data book or software, or identified below as such, are "non pre-priced". Line items within the Cost Data book or software which are listed under different titles with similar descriptions, but with different unit prices, or work items that could be interpreted within the software to be included by more than one line item shall be negotiated to arrive at one of the pre-priced line items within the software.

6. Coefficients will not be adjusted for any other changes or circumstances encountered during the life of the contract – the coefficients will remain unchanged throughout any given contract or option year.

7. Report proposed coefficients within the offeror's proposal as follows: An offer of "net" would be represented by "1.0" (no cost above MEANS bare costs as described above). An example of a decrease from the bare prices listed in MEANS would be "0.90". An example of an increase above the bare prices in MEANS would be "1.10".

## B.3 NON PRE-PRICED WORK

1. Only non pre-priced work that is incidental to pre-priced work shall be considered to be within the scope of this contract. If the value of non pre-priced work exceeds **30%** of the total task order cost it will **NOT** be considered incidental, and the project will not be executed under this contract.

   A. Incidental non pre-priced work may include minor facilities engineering work items that are not specifically included in the MEANS Cost Data books or software but that are within the basic intent and general scope of the contract and are incidental to a pre-priced work item.

   B. Incidental non pre-priced work will be negotiated on a work item-by-work item basis. MEANS or its factor used for calculating the pre-priced items will not be used to compute the cost proposal of the non pre-priced items.

2. The pre-priced coefficient is not applied to non pre-priced items. After the bare costs of these items have been negotiated, the non pre-priced coefficient will be applied to the agreed to bare costs of non pre-priced items.

## B.2 CONTRACT TYPE

This is a Firm Fixed Price (FFP) Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order Contract (JOC) for specialty trade work as defined under NAICS 238990 at various locations in the Naval Base Ventura County (NBVC excluding SNI) area of responsibility.

## B.3 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in the ORDERING clause (DFARS 252.216-7006 [MAY 2011]), the Government shall place orders totaling a minimum of $5,000.00 for the life of the contract. The total value of this contract, including option years, shall not exceed $20,000,000. Individual task orders may not exceed $500,000 for the award amount.

## B.4 DEPARTMENT OF LABOR WAGE DETERMINATION:

In accordance with FAR 52.222-6, CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014), each individual task order RFP shall be priced to include the current applicable Department of Labor (DOL) Construction Wage Rate (Davis Bacon) Determination (See Section J, Exhibit I) for Ventura County.

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

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

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

5252.228-9305 NOTICE OF BONDING REQUIREMENTS – ALTERNATE I (DEC 2000).
.

End of Section B

# DESCRIPTION/SPECIFICATION/WORK STATEMENT

## C.1 GENERAL INTENTION

It is the intention of this solicitation to secure specialty trade work as defined under NAICS 238990 at various naval installations in the Naval Base Ventura County (NBVC) area by means of awarding an indefinite-quantity contract at pre-determined unit prices and bid price coefficient, effective for a base period of twelve (12) months. The contract also provides for additional option periods, for a total contract period of sixty (60) months to be exercised at the discretion of the Government. Delivery or performance periods shall be specified in individual delivery orders issued hereunder. Individual order performance time will be in accordance with Section F, ORDERING OF WORK.

## C.2 STATEMENT OF WORK

### 1. PURPOSE

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

**Work locations include:**

**Naval Base Ventura County Port Hueneme and Point Mugu**
**Laguna Peak**
**Fort Hunter Liggett (Black Jack Compound Only)**

**The following military installations are excluded from this contract:**

**Naval Outlying Field San Nicolas Island, CA**

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

### 2. DESCRIPTION

The successful offeror shall provide, upon receipt of a task order, all labor, materials, supplies, parts (to include system components), plant, supervision, equipment, and related services, (except when specified as Government furnished), for projects including, but not limited to, electrical, mechanical, painting, engineering/design, paving (asphaltic and concrete), flooring (tile work/carpeting), roofing, structural repair, fencing, HVAC, and fire suppression/protection system installation. Work will be performed in strict accordance with

all terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in the RFP for the task order or incorporated by reference.

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

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

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

## 3. DEFINITIONS

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

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

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

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

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

COR – Contracting Officer’s Representative. For the purposes of this contract, the Contracting Officer’s Representative is an Architect or Engineer with authority delegated by

the Contracting Officer to manage day-to-day contract operations and inspect Contractor work, and who represents the Government.

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

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

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

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

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

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

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

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

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

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

Overlapping/Conflicting Requirements – Where compliance with two or more standards that establish different or conflicting requirements for minimum quantities or quality levels is specified, the most stringent requirement written directly into the Contract Documents is

intended and will be enforced (generally), unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is acceptable. Refer uncertainties to the COR or Contracting Officer for a decision before proceeding.

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

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

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

Transportation – movement, typically by motor vehicle, of personnel, material or equipment to, from or within the job site, necessary to assemble the work, receive materials/equipment on the site, or provide labor for the work. Does not include pulling waste dumpsters, which is included in the task order line item for trash disposal. Does not include transportation associated with mobilization/demobilization, such as moving large equipment (e.g., for earthmoving), trailers, etc. Does not include cranes, concrete pump trucks, or other means of moving materials on site that are typically charged for separately, as dictated by industry standard.

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

## 4. OVERALL RESPONSIBILITY

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

## 5. SUPERINTENDENCE

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

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

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

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

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

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

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

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

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

## 6. PROJECT MANAGER

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

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

## 7. SITE SAFETY AND HEALTH OFFICER (SSHO)

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

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

## 8. CODES AND STANDARDS

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

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

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

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

## 9. SAFETY REQUIREMENTS AND REPORTS

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

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

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

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

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

## 10. QUALITY CONTROL PLAN

The Contractor shall establish and maintain a complete quality control program in accordance with Specification Section 01 45 00.10 20 "Quality Control for Minor Construction" and FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996). This quality control plan shall be submitted to the Contracting Officer for approval within 30 days, or an agreed to shorter period, after contract award. This plan shall be capable of being adapted by means of a supplement to the main plan as required by individual task orders.

## 11. PERMITS

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

## 12. MULITPLE TASK ORDER PERFORMANCE

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

## 13. DOCUMENTATION

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

## 14. PRESENTATIONS AND MEETINGS

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

## 15. STATION REGULATIONS

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

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

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

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

## 16. SECURITY REQUIREMENTS

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

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

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

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

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

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

## 17. PASSES AND BADGES

Security badges will be issued, if required, to the Contractor and his employees in accordance with station regulations. Badges shall be issued as explained at the Preconstruction Meeting of the individual Task order. A copy of the Station Security Regulations will be made available at that time. All badges must be returned or otherwise accounted for upon badge expiration or contract completion or upon termination of the employee. Lost or stolen badges shall be reported to the Contracting Officer immediately.

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

Only bona fide contractor employees with Government issued passes and/or badges that perform duties authorized by the Contractor specifically for this contract shall be allowed at

the work site. The presence of unauthorized personnel including guests, minor children, and other family members of Contractor personnel is strictly prohibited.

## 18. ACCESS TO BUILDINGS

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

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

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

## 19. ENERGY CONSERVATION

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

## 20. WATER CONSERVATION

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

## 21. FIRE PROTECTION

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

## 22. ENVIRONMENTAL PROTECTION

The Contractor is responsible for understanding and properly performing all requirements under federal, state, interstate, and local environmental laws, regulations and ordinances that are applicable to the work being performed under this contract. This responsibility extends to securing all permits required by such laws, regulations, and ordinances.

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

The Contractor is responsible for the following:

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

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

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

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

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

## 23. WILDLIFE PRESERVATION

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

## 24. TRAFFIC CONTROL

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

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

## 25. DISPOSITION OF WASTE MATERIAL

All debris, rubbish, hazardous waste, and non-usable material resulting from the work under this contract shall be disposed of by the contractor at his expense off Government property,

as specified in section J, specification 01 74 19, "Construction Demolition and Waste Management". The Contractor shall make every effort to recycle, refer to specification section 01 62 35, “Recycled / Recovered Materials”.

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

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

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

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

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

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

## 26. UNDERGROUND UTILITIES

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

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

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

## 27. IDENTIFICATION OF CONTRACTOR VEHICLES

Each Contractor provided vehicle shall display the company name in a manner and size that is clearly visible at all times. All vehicles shall display a valid state license plate and safety

inspection sticker, if applicable. Contractor vehicles operated on Government property shall be maintained in good repair.

## 28. PROPOSED MATERIAL SUBMITTALS, CATALOG DATA, AND SAMPLES

Proposed material submittals required of the Contractor shall be made allowing sufficient time for processing, reviews, approval, and procurement before the Contractor is ready to use the material. Allow a minimum of five (5) days for routine approvals. Additional time may be required for complex reviews and for fire protection submittals. Where possible, the Government will return submittals in less than the above time frames. No material requiring submittals shall be installed prior to written submittal approval. Submittals for long lead time manufacturer’s items shall be submitted with the Contractor's proposal at the Government's request. Submittals shall be prepared and assembled as follows:

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

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

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

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

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

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

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

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

End of Section C

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|
| | $5,000.00 | | $20,000,000.00 |

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|
| | $2,000.00 | | $500,000.00 |

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

| CLIN | MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|---|
| 0001 | | $ | | $ |
| 0002 | | $ | | $ |

ADDITIONAL LANGUAGE

## D.1 PACKAGING AND MARKING

Any reports or other products to be furnished hereunder shall be adequately packaged, marked, and packed to ensure safe delivery at destination. All products must be

clearly marked to identify the contents, the sender, and the individual/office to which being sent. All submittals shall be sent to the address in Block 6 of the individual Task Order DD Form 1155.

End of Section D

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|---|---|---|---|---|
| 0001 | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |

ADDITIONAL LANGUAGE

## E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

## E.2 DAILY REPORTING REQUIREMENT

1. The Contractor shall submit a "Combined Contractor Production Report and Contractor Quality Control Report" to the Contracting Officer (see Section J, Exhibit H). The forms shall be completed daily and delivered to the Contracting Officer by 10 AM local time the workday following the date of the report. Data to be included on the form is workers by classification, the move-on and move-off of construction equipment furnished by the contractor or furnished by the Government, material and equipment delivered to the work site, tests or inspections performed by the Contractor and their results.

2. A daily report will not be required for any day when no work is scheduled. However, if the work is scheduled and cannot be performed due to weather or other delays a daily report specifying the reason for delays will be required to substantiate the delay. As daily reports are to be completed by the Contractor in the field, late reports cast doubt on the accuracy of the report. No payment for work will be made under a delivery order unless daily reports are current.

## E.3 INFORMATION FOR THE CONTRACTING OFFICER

Deliver the following requirements (may vary per delivery order) to the Contracting Officer for each delivery order issued:

- Combined Contractor Performance Production Report/Contractor Quality Control Report (1 sheet): Original and 1 copy, by 10:00 AM the next working day after each day that work is performed:
- Testing Plan and Log, 1 copy, at the end of each month;
- Monthly Summary Report of Field Tests: Original and 1 copy, attached to the Contractor Quality Control Report at the end of each month;
- QC Meeting Minutes: 1 copy, within 2 calendar days of the meeting;
- Rework Items List: 1 copy, by the last working day of the month and;

- Superintendent name

## E.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

A Contracting Officer's Representative (COR), may be appointed for the purpose of representing the Contracting Officer and assuring compliance with the contract requirements. The COR has **NO AUTHORITY** to make any changes which effect cost, money or time.

The Contracting Officer's Representative (COR) is authorized to issue notices regarding noncompliance with contract requirements, and to stop work on any portion of the job if the Contractor's methods cause unsafe conditions or will result in noncompliance work which would be impracticable to correct or to replace while permitting other (conforming) portions of the work to continue. Issuing of a Notice of Noncompliance as described herein does not constitute a suspension of work as described in FAR Clause 52.242-14, Suspension of Work (April 1984).

## E.5 NOTICE OF COMPLETION OF TASK ORDER(S)

The Contractor (including subcontractors), with the Project Manager, will conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies noted will be corrected prior to requesting any final inspection.

When the Contractor is ready for final inspection, he will request final inspection concurrence from the Project Manager. The final inspection will normally be requested three (3) working days before the desired date. Requests for both pre-final and final inspections shall be submitted on forms provided for this purpose by the Government.

The final inspection will be performed with the contractor by the Project Manager, and other interested Government parties. Any discrepancies noted will be corrected within the time specified by the Contracting officer's Representative prior to final payment. Corrections to discrepancies shall be noted on Combined Contractor Production Report and Contractor Quality Control Report.

A Contractor Performance Evaluation for each delivery order over $150,000 will be done at the time of final payment. The purpose of the performance evaluations is to help the Contractor and the Government access customer satisfaction of the work completed. A copy will be provided to the contractor. There will also be a Contractor Performance Evaluation completed at the end of the first year of the Contract and at the end of any option. This evaluation will encompass all work performed during the year.

## E.6 WARRANTY OF CONSTRUCTION - ADDITIONAL REQUIREMENTS

If an extended warranty is required on a specific task order, this requirement and the extent of the warranty will be addressed in the scope of work issued to the Contractor for that specific task order.

Cost for the extended warranty will be included in the Contractor's cost proposal as a non pre-price item, unless the warranty is a flow down type from a specific manufacturer.

## E.7 CLAUSES INCORPORATED BY REFERENCE

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

| CLAUSE NO. | TITLE: |
|---|---|
| FAR 52.236-11 | Use and Possession Prior to Completion (APR 1984) |
| FAR 52.246-12 | Inspection of Construction (AUG 1996) |
| FAR 52.246-21 Alt I | Warranty of Construction (MAR 1994) – Alternate I (APR 1984) |
| DFARS 252.201-7000 | Contracting Officer's Representative (DEC 1991) |

End of Section E

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|---|---|---|---|---|
| 0001 | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |

ADDITIONAL LANGUAGE

## F.1 ORDERING OF WORK

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

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

(1) Arranging a Site Visit to the proposed work site in the company of the Ordering Officer or his/her authorized representative; or

(2) Establish verbal contact with the Ordering Officer or his/her authorized representative to further define the scope of the requirement as necessary.

### 1. JOINT SCOPING

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

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

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

technical specification requirements.

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

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

## F.2 PREPARATION OF PROPOSAL

### 1. PRE-PRICED TASKS

For pre-priced tasks the Contractor shall identify the task and quantities required from MEANS Cost Data Book or software. The Bare Cost unit price set forth in the MEANS Cost Data Book shall serve as the base price for the purpose of the operation of this provision. The Contractor's proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the tasks proposed are reasonable for the work to be performed. Documentation to be submitted with the proposal shall include as appropriate, but not be limited to a detailed unit price estimate arranged in order according to the CSI format, Contractor prepared drawings, calculations, catalog cuts, specifications, architectural renderings; a preliminary schedule indicating mobilization, submittals, material lead times, performance, phasing, etc, the Government may duplicate, use, and disclose in any manner and for any purpose such documentation delivered under this contract.

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

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

### 2. NON PRE-PRICED TASKS

As stated in Section B.3.1, only non pre-priced work that is incidental to pre-priced work shall be considered to be within the scope of this contract. If the value of non pre-priced work exceeds **30%** of the total task order cost it will **NOT** be considered incidental, and the project will not be executed under this contract.

Non pre-priced tasks, if any, shall be separately identified and submitted in the Contractor's proposal. The MEANS Cost Data books are to be used for pricing of all materials and services, unless the material or services are not contained in the MEANS Cost Data books. The contractor may only use non pre-priced tasks when a specific material or task is not contained in the MEANS Cost Data books, has not been added to the pre-priced list via modification, and/or is less than **30%** of the total task order price.

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

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

b. Work schedule.

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

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

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

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

## F.3 SUBMISSION OF PROPOSAL

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

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

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

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

EPC $100,001 - $250,000 – 12 working days
EPC $250,001 - $500,000 – 15 working days
Concept Study and Construction — as agreed by Contractor and Contracting Officer.

## F.4 REVIEW OF PROPOSAL

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

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

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

## F.5 ISSUANCE OF TASK ORDER

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

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

b. In the event that the Government and Contractor fail to agree (in whole or in part), on the MEANS line item quantities, or non- pre-priced items, a Firm Fixed Price Task Order may be issued unilaterally. The Contractor shall then proceed with the work. During or after performance, the Contractor may seek resolution in accordance with FAR Clause 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991) cited in Section I.

2. Most Task Orders issued will be definitive (a defined price based on predetermined tasks and quantities). However, under emergency conditions, or when otherwise appropriate, the Contracting Officer may issue a non-definitive (lacking definitive tasks or quantities) Task Order which directs the Contractor upon issuance of the order to proceed with the work immediately. These unilateral orders will specify the work as non-

definitive and will contain a maximum (not-to-exceed) dollar amount, against which the Contractor can submit invoices, during contract performance. The final price will be determined through negotiations to identify pre-priced and non pre-priced tasks and quantities.

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

b. Following receipt of the Contractor's proposal, the Government will review the proposal as per Section F.4. Upon completion of negotiations, the Contracting Officer will issue a Modification to the Task Order to incorporate the detailed scope of work, other Task Order requirements, and the final Task Order price. Failure to reach an agreement on the final price will be settled in accordance with FAR Clause 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991) in Section I.

## F.6 ORAL ORDERS

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

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

## F.7 ORDER OF CONFLICTING TASK ORDER DOCUMENTS

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

a. Scope of Work
b. Drawings
c. Specifications

## F.8 COMPLETION OF TASK ORDER

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

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

| Task Order Amount | Days |
|---|---|
| $2,000-$25,000 | 120 |
| $25,001-$100,000 | 150 |
| $100,001-$500,000 | 180 |

| | |
|---|---|
| Over $500,000 | 210 (Contractor is not required to accept orders over $500K) |

**F.9 TASK ORDER LIQUIDATED DAMAGES**

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

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

| Task Order Amount | Liquidated Damages |
|---|---|
| Up to $25,000 | $ 80 |
| $25,000 to $50,000 | $110 |
| $50,000 to $100,000 | $140 |
| $100,000 to $500,000 | $200 |
| Each additional $100,000 | add $50 |

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

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

**F.10 OMISSIONS**

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

**F.11 EXECUTION OF WORK**

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

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

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

3. Before any of the work is initiated under an individual Task Order, the Contractor shall furnish all drawings and submittals necessary for completion of work. The Contractor shall confer with the Contracting Officer and agree on sequence of procedure; means of access to premises and building; space for storage of materials and equipment;

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

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

## F.12 PARTNERING

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

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

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

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

End of Section F

CONTRACT ADMINISTRATION

## G.1 CONTRACT ADMINISTRATION

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

2. Task orders issued under this contract will be administered by Ordering Officers at the Facilities Engineering and Acquisition Division (FEAD) office located aboard Naval Base Ventura County. The Contractor will be provided the names and contact information of approved Ordering Officers with three (3) days after basic contract award.

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

## G.2 PROJECT COORDINATION AND MEETINGS

1) Coordinate scheduling, submittals, and project work to assure efficient and orderly sequence of installation of interdependent construction elements.

2) Preconstruction Conference: The Contracting Officer will schedule a preconstruction conference after each task order award, which the Contractor will attend.

3) Progress Meetings: Schedule and administer on-site meetings at weekly intervals to review the work schedule for the following two weeks, for the work of each individual task order. Required attendance: Job superintendent, COR, and as appropriate, Contractor's employees. Include the following topics for the agenda at each meeting:

a. Review of work progress
b. Field observations, problems, and decisions
c. Requests for information and pending modifications
d. Review of submittals schedule and status of submittals
e. Project progress schedule
f. Planned progress during succeeding two-week work period

## G.3 REPETITIVE ITEMS/MATERIALS SUBMITTAL

Within twenty-one (21) days after award of the basic contract, the Contractor shall submit for acceptance to each Ordering Officer those materials intended to be used on a repetitive basis. Each submittal shall be accompanied by two samples of each pattern and color available (manufacturers' catalogs with items identified according to the MEANS section number will be substituted for physical samples where appropriate). The Contracting Officer may specify the use of these pre-approved materials on Task Orders issued under the contract. It shall be the Contractors responsibility to submit new samples as needed to keep

the library current. The library shall include such material as paints; floor coverings, wall coverings, ceiling panels, light fixtures, carpeting and other material that the Contracting Officer or Contractor determines are appropriate for inclusion in the library. The following items shall be submitted within (30) days after award:

| BASIC SUFFIX | ITEM | DESCRIPTION | COLOR SAMPLES | PATTERN SAMPLES | CATALOG |
|---|---|---|---|---|---|
| 07300-1111 | Std. Fiberglass | Roof Shingles | X | | |
| 09310-1000 thru 09310-2000 | Ceramic Tile | | X | X | |
| 09511-1000 thru 09511-2000 | Acoustic Ceiling Panels | | X | | |
| 09512-2004 thru 09512-2005 | Ceiling Tile | | X | | |
| 09660-1001 thru 09660-1003 | Floor Tile | | X | X | |
| 09660-1101 thru 09660-1103 | Floor Tile | | X | X | |
| 09660-1401 thru 09660-1404 | Sheet Vinyl Flooring | | X | X | |
| 09682-1002 | Nylon Carpet (20 oz) | | X | X | |
| 09682-2001 | Nylon Carpet (28 oz) | | X | X | |
| 09682-2002 | Nylon Carpet (38 oz) | | X | X | |
| 09910-1101 thru 09910-2122 | Interior paint | (Identified by specified paint type) | X | X | |
| 09920-1101 thru 09920-1371 | Exterior Paint | (Identified by specified paint type) | X | X | |
| 16511-1000 thru 16513-2103 | Light Fixtures | | | X | |

## G.4 TASK ORDER SCHEDULE

1) For each task order provide a bar chart or precedence diagram schedule to detail construction activities required for completion of the project. Onsite work shall not begin until a schedule has been approved by the CO. The schedule shall depict each distinct, salient activity involved in performing the task order work, the proposed dates for beginning and completing each activity, activity durations, submittal dates, and delivery dates of materials.

2) Update the schedule for each progress meeting or monthly invoice, showing actual progress and proposed changes to the work activities. The schedule may be adjusted as necessary while construction progresses provide that changes are brought to the attention of the Government at least seven days before any revised dates for utility outages, i.e. water shut-off, etc., and the agreed to completion dates are not altered without CO approval.

3) Closely coordinate all work with the COR so adequate notice is given (at least one week) for shutdown of any utility service.

4) The Government has final authority on shutting off any utilities and may reject the Contractor's proposed schedule at any time. Work that has not yet begun, and that can reasonably be delayed or rescheduled, may be rescheduled for the convenience of the Government based on research priorities.

## G.5 SCHEDULE OF PRICES

The contractor shall provide a proposed schedule of prices used for monthly progress payments for each task order. Include line items for all significant items of work and delineate work items by the CSI format. The schedule of values shall be in enough detail, including quantities and units, such that construction progress can be easily translated to the schedule for partial payment of incomplete work items, as well as those work items that are finished. General conditions, overhead and profit costs shall be spread out over all work items and cannot be invoiced for separately.

## G.6 INVOICING INSTRUCTIONS

The Contractor's request for payment under a task order shall conform and will be processed in accordance with the requirements of FAR Clause 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014), FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014), DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012), and NFAS 5252.232-9301 WAWF INVOICING INSTRUCTIONS (JUL 2012).

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

a) The Contractor's invoice, on the NAVFAC Form 7300/30 furnished by the Government, showing in summary form, the basis for arriving at the amount of the invoice. Form 7300/30 shall include certification by the Quality Control (QC) Manager as required by the contract.

b) The final invoice shall be accompanied by the completed "Contractor's Final Release Statement." If the Contractor is incorporated, the Final Release shall contain the corporate seal. An officer of the corporation shall sign and the corporate secretary shall certify the Final Release.

c) The Government will return for correction invoices not completed in accordance with contract requirements, including final invoices without final release statement.

d) Payments will be made on Contractor's submission of itemized requests and will be subject to reduction for overpayments or increased for underpayments made on previous payments to the Contractor.

e) The Government may withhold payment or reduce payments for the following:

Defects in material or workmanship.
Claims the Government may have against the Contractor under or in connection with this contract.
Contractor's failure to submit an updated schedule, weekly certified payrolls, daily reports, etc.
Payroll violations.
Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor.

f) Payments may be made to the Contractor for materials, stored off construction sites, under the following conditions:

i) Conditions described in the subparagraph c) above ;
ii) Materials adequately insured and protected from theft and exposure;
iii) Contractor-owned materials in storage not susceptible to deterioration or physical damage are acceptable for progress payments within the limits delineated in the contract. Items such as non-magnetic steel, aluminum, non-magnetic aggregate, machinery, pre-cast/pre-stressed concrete products, and plastic lumber (e.g., fender piles and curbs) are acceptable, but items such as sheet rock; glass, insulation and wall covering are not. Materials susceptible to deterioration are not eligible for progress payments until they are actually installed at the job site;
iv) Conditions specified in FAR 52.232-5(b) Payments under Fixed Price Construction Contracts;
v) Payment requests for off-site materials include consent of surety;
vi) Materials in transit to the job or storage site are not acceptable for payment.

## G.7 RETENTION, WITHHOLDING OF FUNDS, AND DISALLOWANCES

If the Contractor fails to maintain the record drawings as required in Section C, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retention of 10% of any payments to be made until such drawings are made current. Additionally, the estimated cost of maintaining the record drawings will be retained from any such payments until satisfactory progress is maintained.

The Contracting Officer may withhold payment from the Contractor in accordance with 52.222-7 WITHHOLDING OF FUNDS (MAY 2014), as referenced in Section I regarding alleged violations of the Davis-Bacon or Service Contract prevailing wage requirements.

The Contracting Officer may disallow payment for invoiced items of work if Government review reveals the work was not performed, and/or a required applicable submittal has not been approved.

## G.8 PERFORMANCE EVALUATION MEETINGS

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

## G.9 CPARS INFORMATION

CPARS is now hosting web-enabled applications that are used to collect and manage a library of automated contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting contractor performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

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

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

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

**Approved ECA vendors:**
Operational Research Consultants, Inc. (ORC) http://www.eca.orc.com
VeriSign, Inc. http://www.verisign.com/verisign-business-solutions/public-sector-solutions/ieca-eca-certificates/index.html

## G.10 AS-BUILT DRAWINGS AND RECORD DOCUMENTS (FOR EACH TASK ORDER)

1) As-built drawings: Provide and maintain at the project site, one complete set of project record prints. The drawings shall be kept in good, clean, and readable condition. Mark record prints in red ink to show the actual installation where installation varies from that shown originally.

2) Record specifications and product data: Maintain one set of project specifications and product data with actual information in red, similar to the process for as-built drawings.

3) Submit as-built drawings, record specifications, and record product data at the time of final acceptance and prior to final payment. Request for final payment will not be approved until the marked prints are delivered to and approved by the Contracting Officer.

## G.11 OPERATION AND MAINTENANCE MANUALS

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

OPERATION AND MAINTENANCE MANUAL
[System Identification]

Contract No. AG-5680-S-XX-XXXX
(XX-XXXX is the Task Order number)

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

1) The manufacturer and local representative's name, address, and telephone number.

2) Catalog sheets, model/part numbers, and other descriptive literature for each system component.

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

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

## G.12 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

CLAUSE NO. TITLE:

| | |
|---|---|
| 52.211-10 | COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) |
| 52.211-12 | LIQUIDATED DAMAGES – CONSTRUCTION (SEP 2000) |
| 52.211-13 | TIME EXTENSIONS (SEP 2000) |
| 52.236-2 | DIFFERING SITE CONDITIONS (APR 1984) |
| 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) |
| 52.236-4 | PHYSICAL DATA (APR 1984) |
| 52.236-5 | MATERIAL AND WORKMANSHIP (APR 1984) |
| 52.236-7 | PERMITS AND RESPONSIBILITIES (NOV 1991) |
| 52.236-8 | OTHER CONTRACTS (APR 1984) |
| 52.236-9 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) |
| 52.236-10 | OPERATIONS AND STORAGE AREAS (APR 1984) |
| 52.236-12 | CLEANING UP (APR 1984) |
| 52.236-13 | ACCIDENT PREVENTION (NOV 1991) |
| 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) |
| 52.236-16 | QUANTITY SURVEYS (APR 1984) |
| 52.236-17 | LAYOUT OF WORK (APR 1984) |
| 52.248-3 | VALUE ENGINEERING – CONSTRUCTION (OCT 2015) |

| | |
|---|---|
| DFARS 252.236-7000 | MODIFICATION PROPOSALS – PRICE BREAKDOWN (DEC 1991) |
| DFARS 252.236-7001 | CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) |
| DFARS 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS (DEC 1991) |

| | |
|---|---|
| NFAS 5252.236-9301 | SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004) |
| NFAS 5252.236-9303 | ACCIDENT PREVENTION (NOV 1998) |
| NFAS 5252.236-9304 | UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994) |
| NFAS 5252.236-9305 | AVAILABILITY OF UTILITIES (JUN 1994) |

End of Section G

SPECIAL CONTRACT REQUIREMENTS

## H.1 DIRECTIVES

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

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

The Contractor and all employees of the Contractor shall be acquainted with and obey all Government and Station regulations as posted, or as requested by the Contracting Officer and or a designated representative. Government and station regulations become binding on the contractor upon posting or issuance by Contracting Officer and/or a designated representative. Modifications required to incorporate supplements and changes of this contract will be issued as authorized under **52.243-4 CHANGES (JUN 2007),** as referenced in Section I.

## H.2 ORDERING OFFICERS

Task orders will be placed by the below listed Contracting Officers at FEAD Ventura:

**To Be Determined**

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

## H.3 INSURANCE

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

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

## H.4 SUBCONTRACT DATA

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

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

## H.5 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

All items having any apparent historical or archeological interest, which are discovered in the course of any construction activities, shall be carefully preserved. The Contractor shall leave the find undisturbed and shall immediately notify the Contracting Officer.

## H.6 HOLIDAYS

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

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

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

## H.7 PHOTOGRAPHY

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

## H.8 LASER AND LASER SYSTEM SAFETY

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

## H.9 ALCOHOLIC BEVERAGES

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

## H.10 CONTRACTOR USE OF RADIOACTIVE MATERIAL

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

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

Arrange with the Contracting Officer for measurement of radiation levels of the radioactive material. This shall be accomplished prior to commencing any work involving the use of radioactive material. Evidence of a satisfactory leak test performed in accordance with Nuclear Regulatory Agency or Agreement State License shall be submitted by the Contractor for those sources that are required by his License to be leak tested.

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

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

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

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

## H.11 NOTICE TO CONTRACTOR OF DRUG DETECTION PROCEDURES

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

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

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

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

installation, or can be released to the local authorities having jurisdiction.

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

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

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

## H.12 EQUIPMENT WARRANTY TAG

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

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

## H.13 FINAL CLEAN UP

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

## H.14 ELEVATORS

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

## H.15 KEY PERSONNEL SUBSTITUTION REQUESTS

1. The Contractor shall assign to this contract those persons whose resumes were submitted and approved by the Government. No substitutions shall be made except in accordance with this clause.

2. The Contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required below. After the initial 180 day period, proposed substitutions shall be submitted, in writing, at least 15 calendar days, (45 calendar working days if

security clearance is required to be obtained) in advance of the proposed substitutions, to the Contracting Officer, and provide information required below.

3. Proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced.

4. Requests for additions or substitutions shall provide a detailed explanation of the circumstances necessitating proposed substitutions or additions, a complete resume of the proposed substitute or addition, and any other information requested by the Contracting Officer. The Contracting Officer will evaluate such requests and notify the Contractor in writing of approval or disapproval.

5. For purposes of this clause, key personnel consist of the following:

A. Project Manager
B. Project Superintendent

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

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

H.16 ADDITIONAL ENVIRONMENTAL REQUIREMENTS

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

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

1. General
   a. The Contractor is presumed to know the legal requirements connected to the work being undertaken, by itself directly, or indirectly, as through an agent, employee, consultant, subcontractor, partner or other indirect means. The Contractor shall be responsible to pay all fines, penalties or other monetary damages that are assessed against the Government for acts or omissions of the Contractor, or the Contractor's agent, employee, consultant, subcontractor, partner or other representative or instrumentality. Fines, penalties and other monetary damages include amounts agreed to by the Government to settle alleged violations, even where the Government admits no violation. Contractor may pay the Government's settlement amount to the settlement authority on behalf of the Government or to the Government. The Government may pursue delinquent amounts through debt collection

procedures which may involve payment of interest, or through simple offset or holdback of moneys due the Contractor under other Contracts.

b. Compliance with the requirements set out in this subsection is not a guarantee that no regulatory enforcement agency will issue notices of violation or take other enforcement actions. The Contractor remains responsible for these types of alleged violations and this subsection of the Contract recognizes that reasonable settlements with regulatory agencies are often made notwithstanding the possible existence of various defenses, simply because of business considerations including but not limited to the high cost or uncertainty of litigation.
c. Nothing in this section precludes the Contractor from employing whatever agent, employee, consultant, subcontractor, partner, or other representative or instrumentality allowed elsewhere under this Contract to carry out the various duties necessary for compliance with this subsection and applicable law.
d. All lead and asbestos abatement plans shall be reviewed by a representative of the Installation Environmental Department. Without review and approval by the Environmental Department, the Contractor is **NOT** authorized to conduct abatement.
e. The prime Contractor shall implement and document the **Environmental Compliance, Mitigation, & Reporting Measures** checklist. At the time of project completion, the prime Contractor shall return the completed Environmental Compliance, Mitigation, & Reporting Measures checklist to the Installation Environmental Division with the applicable sections signed. Any exemption to this requirement shall be provided in writing by the Installation Environmental Department.
f. Prior to facility demolition or renovation (regardless of the age of the structure or suspect materials to be disturbed), the Contractor shall conduct surveys/sampling to identify, screen and/or test for asbestos containing material (ACM), lead-based paint, and other hazardous materials if no valid characterization data exist for such material(s). The Installation Environmental Program Manager (IEPM), Lead Program Manager (LPM), and/or Asbestos Program Manager (APM) can be consulted to determine if existing data is available.
g. All work performed by the Contractor shall be in compliance with all applicable laws, rules, regulations, and guidance which may include, but are not limited to, the following:
    i. Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA)
    ii. Clean Air Act (CAA)
    iii. Clean Water Act (CWA)
    iv. Resource Conservation and Recovery Act (RCRA)
    v. Safe Drinking Water Act (SWDA)
    vi. Toxic Substance Control Act (TSCA)
    vii. OPNAVINST 5090 Series, Environmental and Natural Resources Manual
    viii. NAVFACINST 5100.11 Series, Chapter 4

ix. UFGS 02 57 19.00 20 (Temporary Environmental Controls)
x. Commander Navy Region Southwest Waste Management Plan for Naval Base Ventura County (NBVC) Area.

h. The most recent edition of any applicable law, rule, regulation, or guidance shall be in effect. Where conflict among the requirements exists, the most stringent requirements shall be in effect.

2. Asbestos
   a. The Contractor shall not install or use any asbestos containing material (ACM) (i.e., any material that contains more than 1% asbestos) nor any asbestos containing construction material (ACCM) (i.e., any manufactured construction material that contains more than 0.1% asbestos) at any time during this project. The Certificate of ACM/ACCM-Free Construction (which is available through the Installation Asbestos Program Manager [APM]) shall be provided by the Contractor to the APM certifying that all construction materials that were used or installed during this project, including those supplied by third parties, are not ACM nor ACCM [Federal Acquisition Regulation (FAR) 52.223-3].
   b. It is a regulatory requirement to sample all suspect asbestos-containing material (ACM) to be disturbed prior to facility renovation or demolition (per the federal National Emission Standards for Hazardous Air Pollutants (NESHAP), section 61.145, NAVFACINST 5100.11J, and Occupational Safety and Health Administration (OSHA) 1910.1001 (j)(2)(i)). All suspect materials to be disturbed are required to be sampled for the presence of asbestos regardless of the age of the structure or suspect materials. Typically, materials such as glass, wood, and metal are not considered suspect materials. Visual inspection is not an acceptable method to determine if suspect materials contain asbestos. Lab analysis of suspect material(s) is required to make such a determination. If valid asbestos data exist for the material(s) to be disturbed (as determined by the Installation IEPM or APM), no additional sampling of such material(s) is required.
   c. All asbestos abatement work performed in California (CA) shall be performed by licensed and registered asbestos abatement contractors (i.e., registered by the CA Division of Occupational Safety and Health [of the CA Department of Industrial Relations], and licensed with the CA Contractors State License Board).
   d. For all asbestos-related demolition or removal, the Contractor shall have a third-party Industrial Hygienist (IH) (who maintains certification as AHERA Project Designer and AHERA Constructor Supervisor), Certified Asbestos Consultant (CAC), or Site Safety Technician (SST) (under the direction of a CAC) on-site at all times during the abatement project (i.e., during working hours). The purpose of this individual is to act as an independent observer to ensure compliance with the approved work plan and all applicable regulatory requirements.
   e. All asbestos work plans for work performed in California shall be written by a State of California Certified Asbestos Consultant (CAC). This requirement applies regardless if the asbestos is friable or non-friable.

f. The Contractor shall provide a notice of intention (NOI) to the **APPROPRIATE** Air Pollution Control District (APCD) **at least 10 working days prior** to execution of work where the combined amount of RACM to be removed or stripped or similarly disturbed measures more than 260 linear feet on pipes and/or more than 160 square feet on other facility components. APCD Rule 361.145].
g. For projects that include both asbestos removal and demolition for the same regulated structure(s), the appropriate APCD should be notified on two separate NOI forms (i.e., one form for asbestos removal and the other for demolition). Each notification form shall be submitted with the respective notification fee.
h. Prior to submittal to the APCD, all NOIs shall be approved in writing by the IEPM or APM.
i. **An NOI shall be submitted to the APCD for all demolition (i.e., wrecking or taking out of any load-supporting structural member of facility) regardless of whether asbestos is present or not**. This NOI shall be submitted at least 10 working days prior to execution of demolition work.
j. The Contractor shall provide the appropriate APCD with a new NOI whenever there is a change in the starting date for asbestos stripping or removal work or whenever the amount of asbestos affected changes by at least 20%.
k. If asbestos stripping or removal or demolition will begin after the original start date (specified in the original NOI), the Contractor, with written consent from the Installation Environmental Asbestos Program Manager (APM) or IEPM, notify the appropriate APCD Control Officer of the new start date by telephone as soon as possible (ASAP) before the original start date and provide the appropriate APCD Control Officer with a new NOI (that specifies the new start date) ASAP, but no later than the original start date. If asbestos stripping or removal or demolition will begin earlier than the original start date, the Contractor shall, with written consent from the Installation Environmental Asbestos Program Manager (APM) or IEPM, provide the appropriate APCD Control Officer with an NOI at least 10 working days before the asbestos stripping or removal or demolition work begins.
l. The Contractor shall manage (i.e., abate, store, dispose of, and transport) all material containing asbestos and Asbestos Containing Material (ACM) in accordance with all applicable federal, state, local, and Department of Defense (DoD) laws, rules, regulations, and guidance. In the State of California, the hazardous waste (HW) regulatory threshold for friable Asbestos Containing Waste is 1% by weight, at which point the friable waste becomes classified as a California non-RCRA HW.
m. For asbestos that is a hazardous waste, the Contractor shall adhere to the manifesting procedure(s) specified in the Contractor Manifesting Procedure for Hazardous Waste (Shaw-CH), HW-05-006 of 10 Oct 10. Applicable laws, rules, regulations, and guidance may include, but are not limited to, the following:
    i. 5 CFR 339.205 and 339.301 (Medical Qualification Determination)

ii. 29 CFR 1910.134 (Respiratory Protection)
iii. 29 CFR 1910.1001 (OSHA)
iv. 29 CFR 1926.1101 (OSHA)
v. 29 CFR 1915.1001 (Asbestos Exposure in all Shipyard Employment Work)
vi. 40 CFR 61, Subpart M (NESHAP)
vii. 40 CFR 763, Subpart E
viii. California Code of Regulations (CCR) Title 8, Section 1529 (Asbestos)
ix. UFGS 02 82 16.00 20 (Engineering Control of Asbestos Containing Materials)
x. 42 U.S.C. Section 7401 et seq. of Nov 25 1990 (PL 101-549), Clean Air Act
xi. OPNAVIST 5100.23 Series, Navy Safety and Occupational Health Program Manual, Chapter 17
xii. NAVFACINST 5100.11 Series, NAVFAC Safety and Health Manual
xiii. OICC/ROICC Field Procedure Manual – Managing Asbestos Abatement for Demolition Contracts
xiv. OICC/ROICC Field Procedure Manual – Managing Asbestos Abatement for Renovation Contracts
xv. Contractor Manifesting Procedure for Hazardous Waste (Shaw-CH), HW-05-006 of 10 Oct 10

3. Lead
   a. For all lead-related demolition or removal, the Contractor shall have a third-party Industrial Hygienist (IH) on-site at all times during the abatement project (i.e., during working hours). The purpose of this individual is to act as an independent observer to ensure compliance with the approved work plan and all applicable regulatory requirements.
   b. All lead abatement work plans for work performed in California shall be written by a CA Department of Public Health (CDPH) lead certified Project Designer, Project Monitor, or Supervisor [Title 17, California Code of Regulations (CCR), Division 1, Chapter 8].
   c. The Contractor shall manage (i.e., abate, store, dispose of, and transport) all material containing lead and LBP in accordance with all applicable federal, state, local, and Department of Defense (DoD) laws, rules, regulations, and guidance. These applicable laws, rules, regulations, and guidance may include, but are not limited to, the following:
      i. Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X)
      ii. 29 CFR 1926.62 (OSHA – Lead Exposure in Construction)
      iii. 29 CFR 1910.1025 (OSHA – Lead)
      iv. OPNAVINST 5100.23 Series, Chapter 21
      v. NAVFACINST 5100.11 Series, Chapter 5
      vi. UFGS 02 82 33.13 20 (Removal/Control and Disposal of Paint with Lead)
      vii. UFGS 02 83 13.00 20 (Lead in Construction)

viii. CCR, Title 17, Division 1, Chapter 8, § 35001 - 36100 Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards

CCR, Title 8, Section 1532.1 et seq

Section I - 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 |
| 52.203-8 | 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 | OCT 2015 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | APR 2014 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II | APR 1984 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | OCT 2015 |
| 52.204-12 | Data Universal Numbering System Number Maintenance | DEC 2012 |
| 52.204-13 | System for Award Management Maintenance | JUL 2013 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | OCT 2015 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JUL 2013 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.211-18 | Variation in Estimated Quantity | APR 1984 |
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | JAN 2004 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--Modifications | AUG 2011 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | OCT 2010 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | OCT 2010 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-20 | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data | OCT 2010 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | OCT 2010 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2014 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |

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|---|---|---|
| 52.222-4 | Contract Work Hours and Safety Standards- Overtime Compensation | MAY 2014 |
| 52.222-5 | Construction Wage Rate Requirements--Secondary Site of the Work | 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 | APR 2015 |
| 52.222-26 | Equal Opportunity | APR 2015 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 52.222-35 | Equal Opportunity for Veterans | OCT 2015 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 2014 |
| 52.222-37 | Employment Reports on Veterans | FEB 2016 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | MAR 2015 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-11 | Ozone-Depleting Substances | MAY 2001 |
| 52.223-12 | Refrigeration Equipment and Air Conditioners | MAY 1995 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | MAY 2008 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.228-1 | Bid Guarantee | SEP 1996 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-11 | 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 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.233-1 Alt I | Disputes (May 2014) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |

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| 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 | Accident Prevention | NOV 1991 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-16 | Quantity Surveys | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Items | FEB 2016 |
| 52.245-1 | Government Property | APR 2012 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-21 Alt I | Warranty of Construction (Mar 1994) - Alternate I | APR 1984 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| 52.247-64 | Preference for Privately Owned U.S. - Flag Commercial Vessels | FEB 2006 |
| 52.247-64 Alt I | Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) - Alternate I | APR 2003 |
| 52.248-3 | Value Engineering-Construction | OCT 2015 |
| 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 |
| 52.250-1 | Indemnification Under Public Law 85-804 | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 2012 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.203-7998 (Dev) | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements - Representation. (DEVIATION 2015-O0010) | FEB 2015 |
| 252.204-7000 | Disclosure Of Information | AUG 2013 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | DEC 2015 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | DEC 2015 |

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| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | OCT 2015 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.215-7000 | Pricing Adjustments | DEC 2012 |
| 252.215-7002 | Cost Estimating System Requirements | DEC 2012 |
| 252.219-7011 | Notification to Delay Performance | JUN 1998 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7017 | Photovoltaic Devices | JAN 2016 |
| 252.227-7022 | Government Rights (Unlimited) | MAR 1979 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7002 | Obstruction of Navigable Waterways | DEC 1991 |
| 252.236-7005 | Airfield Safety Precautions | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.245-7000 | Government-Furnished Mapping, Charting, and Geodesy Property | APR 2012 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | MAR 2015 |
| 252.246-7003 | Notification of Potential Safety Issues | JUN 2013 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations | OCT 2010 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $150,000.

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the

Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.
Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

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

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

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

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

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

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

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

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

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

(A) Change the name in the SAM database;

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

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

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

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

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

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

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

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

(End of clause)

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 (Contracting Officer insert number) 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 . * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)
*** See individual task order for specific information.**

CLAUSES INCORPORATED BY FULL TEXT

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 $ [Contracting Officer insert amount] 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)
*** See individual task order for specific information.**

CLAUSES INCORPORATED BY FULL TEXT

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $500,000;

(2) Any order for a combination of items in excess of $500,000; or

(3) A series of orders from the same ordering office within TWO (2) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TWO (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in

the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after SIXTY (60) MONTHS.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)*

(a) The Government may extend the term of this contract by written notice to the Contractor within THE PERFORMANCE PERIOD; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least SIXTY (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed SIXTY (60) MONTHS.
(End of clause)
* THE SIXTY (60) DAYS AND SIXTY (60) MONTHS APPLY TO THE BASIC CONTRACT ONLY. EACH INDIVIDUAL TASK ORDER WILL INCLUDE SPECIFIC INFORMATION AS APPLICABLE.

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition. Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in
8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The
Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 238990- assigned to contract number N62473-16-D-TBD.

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

(End of clause)

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 |
|---|---|
| 21.5% | 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 THE AREA OF RESPONSIBILITY COVERED BY THE CONTRACT.

(End of provision)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

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

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

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

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

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

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), ``bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

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

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

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

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

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

(b) Enrollment and verification requirements.

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

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

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

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

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

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each

existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferredgov.

(c) In the performance of this contract, the Contractor shall--

(1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 (Contracting Officer complete in accordance with agency procedures).

(End of clause)
*** See individual task order for specific information.**

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)*

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

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 a 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.

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.

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 requirements of the Buy American Act 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 Act 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 Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) 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)(3)(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... | ..... ___ | ..... ..... | ___ ..... ..... ___ ..... |

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)

*** See individual task order for specific information.**

CLAUSES INCORPORATED BY FULL TEXT

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American --Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(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 _____ percent of the bid price or $_____, 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)
***Unless otherwise specified in the task order.**

CLAUSES INCORPORATED BY FULL TEXT

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____

(Name)

_____

(Title)

_____

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph
(e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

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

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

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

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

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

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

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

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

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

(1) The amount to be withheld;

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

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

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

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

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

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

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

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

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

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

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

(iv) Contractor point of contact.

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

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular

payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-4 PHYSICAL DATA (APR 1984)*

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . . . . (insert other pertinent information).

(End of clause)
*** See individual task order for specific information.**

CLAUSES INCORPORATED BY FULL TEXT

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.244-2 SUBCONTRACTS (OCT 2010)*

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining
the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

_____

(End of clause)
*** See individual task order for specific information.**

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)*

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)
*** See individual task order for specific information.**

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

| Name and Address of Entity Controlled by a Foreign Government | Description of Interest, Ownership Percentage, and Identification of Foreign Government |
|---|---|

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **CONTRACT AWARD** through **THE TERM OF THE CONTRACT**.

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

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

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

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

(End of Clause)

252.225-7018 Photovoltaic Devices--Certificate (DEC 2015)*

(a) Definitions. ``Bahrainian photovoltaic device,'' ``Canadian photovoltaic device,'' ``Caribbean Basin photovoltaic device,'' ``designated country,'' ``designated country photovoltaic device,``domestic photovoltaic device,'' ``foreign

photovoltaic device," ``Free Trade Agreement country," ``Free Trade Agreement photovoltaic device," ``Korean photovoltaic device," ``least developed country photovoltaic device," ``Moroccan photovoltaic device," ``Panamanian photovoltaic device," ``Peruvian photovoltaic device," ``photovoltaic device," ``qualifying country," ``qualifying country photovoltaic device," ``United States," ``U.S.-made photovoltaic device," and ``WTO GPA country photovoltaic device" have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) Restrictions. The following restrictions apply, depending on the estimated aggregate value of photovoltaic devices to be utilized under a resultant contract:

(1) If less than $191,000, then the Government will not accept an offer specifying the use of—

(i) Other foreign photovoltaic devices in paragraph (d)(2)(iii), (d)(3)(iii), (d)(4)(iii), or (d)(5)(iii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device and the Government determines in accordance with DFARS 225.7017-4(b) that the price of a comparable domestic photovoltaic device would be
unreasonable; and

(ii) A qualifying country photovoltaic device unless the Government determines in accordance with DFARS 225.7017-4(a) that it is in the public interest to allow use of a qualifying country photovoltaic device.

(2) If $191,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are domestic or designated country photovoltaic devices, unless the Government determines in accordance with DFARS 225.7017-4(a) that it is in the public interest to allow use of a qualifying country photovoltaic
device from Egypt or Turkey, or a U.S.-made photovoltaic device.

(c) Country in which a designated country photovoltaic device was wholly manufactured or was substantially transformed. If the estimated value of the photovoltaic devices to be utilized under a resultant contract exceeds $25,000, the Offeror's certification that such photovoltaic device (e.g., solar panel) is a designated country photovoltaic device shall be consistent with country of origin determinations by the U.S. Customs and Border Protection with regard to importation of the same or similar photovoltaic devices into the United States. If the Offeror is uncertain as to what the country of origin would be determined to be by the U.S. Customs and Border Protection, the Offeror shall request a determination from U.S. Customs and Border Protection. (See http://www.cbp.gov/trade/rulings.)

(d) Certification and identification of country of origin. [The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:]

____ (1) No photovoltaic devices will be utilized in performance of the contract.

(2) If less than $25,000—

____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

____ (ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a qualifying country photovoltaic device [Offeror to specify country of origin__]; or

____ iii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of ____ . [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e., that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(3) If $25,000 or more but less than $77,533--

____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a Canadian photovoltaic device [Offeror to specify country of origin ____ ];

____ (ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a qualifying country photovoltaic device [Offeror to specify country of origin ____ ]; or

____ (iii) The foreign (other than qualifying country or Canadian) photovoltaic devices to be utilized in performance of the contract are the product of ____ . [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed
foreign photovoltaic device, i.e., that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(4) If $77,533or more but less than $100,000--

____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) [Offeror to specify country of origin ____ ];

____ (ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a qualifying country photovoltaic device (except an Australian or Canadian photovoltaic device, to be listed in paragraph (d)(4)(i) of this provision as a Free Trade Agreement country photovoltaic device) [Offeror to specify country of origin ____ ]; or

____ iii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(4)(i) or (d)(4)(ii) of this provision) are the product of ____ . [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e., that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(5) If $100,000 or more but less than $191,000--

____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) [Offeror to specify country of origin ____ ;

____ (ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a qualifying country photovoltaic device (except an Australian or Canadianphotovoltaic device, to be listed in paragraph (d)(5)(i) of this provision as a Free Trade Agreement country photovoltaic device) [Offeror to specify country of origin ____ ]; or

____ (iii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(5)(i) or (d)(5)(ii) of this provision) are the product of ____ . [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of
the proposed foreign photovoltaic device, i.e., that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(6) If $191,000 or more, the Offeror certifies that each photovoltaic device to be used in performance of the contract is—

___ (i) A domestic or designated country photovoltaic device [Offeror to specify country of origin ___ ];

___ (ii) A U.S.-made photovoltaic device; or

___ (iii) A qualifying country photovoltaic device from Egypt of Turkey (photovoltaic devices from other qualifying countries to be listed in paragraph (d)(6)(i) of this provision as designated country photovoltaic devices). [Offeror to specify country of origin ___ .]

(End of provision)
*** See individual task order for specific information.**

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)*

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title File Drawing No.

(End of clause)

*** See individual task order for specific information.**

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

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

5252.209-9300 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.

UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized.

5252.228-9302 I BID GUARANTEE ALTERNATE I (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 price payable for the contract guaranteed minimum 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 ALTERNATE I (DEC 2000)***

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

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

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

(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 ____ days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)
*** See individual task order for specific information.**

5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NAVFAC SW March 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system for the submission of invoices. This web-based system, located at https://wawf.eb.mil, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at http://wawftraining.com. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed.

Vendor Information is available at http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information.

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or cscassig@csd.disa.mil. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at https://wawf.eb.mil.

**(d) When creating an invoice in WAWF, the contractor must use the following information in conjunction with information on the Contract. Failure to use required information will result in invoice rejection:**

| | |
|---|---|
| Contract Number | Fill In (no dashes) |
| DO/TO/Call Number | Fill In or N/A |
| Cage Code | Fill In |
| DFAS Pay Office DoDAAC | N68732 |
| **Invoice Type**<br><br>Note: Invoice "Item" Structure<br><br>1) NavCon/FMI Invoice, 'Item Number' must be four digits, e.g. 0001. Invoice total amount at CLIN level. | ***CS, remove all but ONE of the following invoice types. Use decision tree to determine Invoice Type.***<br><br>Navy Construction / Facilities Management Invoice<br><br>Invoice as 2-in-1 (Service that contains over 10 active LOAs)<br><br>Invoice and Receiving Report (Combo) |

| | |
|---|---|
| 2) All other WAWF invoices, 'Item Number' must be six digits, e.g. 000101 (SLIN). Your total invoice amount must be broken out per SLIN. | Cost Voucher |
| Issue Date of Award | Refer to Award |
| Issue By DoDAAC | N62473 (Vendor, replace WAWF prefills with this DoDAAC as needed) |
| Admin DoDAAC | N62473 (Vendor, replace WAWF prefills with this DoDAAC as needed) |
| **Vendor, the below fields MUST be filled in with DoDAAC and Extension, as available in WAWF:**<br><br>Inspected By & Extension<br><br>Service Acceptor & Extension<br><br>Ship To Code & Extension<br><br>Service Approver & Extension<br><br>Contracting Officer & Extension<br><br>LPO & Extension<br><br>Grant Approver & Extension | N62473 / CS, enter the EXTENSION of ACO here. Do not repeat this information in this block.<br><br>If the government rejects your invoice, and you choose not to resubmit the same rejected invoice, you change the status of the rejected invoice from "REJECTED" to "VOID" |
| DCAA Auditor DoDAAC | CS, enter DoDAAC obtained from Vendor here only if using Invoice type "Cost Voucher" or N/A. |
| Mark For Code<br><br>Ship From Code | DO NOT USE |
| Unit of Measure MUST be: | CS remove all but one of the following two digit codes that correspond with the "Unit of Issue" listed on your award:<br>Project = 8P<br>Task = KU<br>Each = EA<br>Job = JA<br>Dollars, U.S. = DO (Not valid for new awards after June 2012) |
| Accounting data | The ACO may send the ACRN, AAA, and SDN to Vendor for data entry. |
| **Vendor, after the invoice is submitted in WAWF, select "Send Additional Email Notifications"** | |
| Notification Email Address | NAVFAC_SW_?????_inspector@navy.mil<br><br>CS, replace above ????? with ACO EXTENSION, or N/A if not used. |

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the invoice, you will be prompted to "Send Additional Email Notifications." Select "Send More Email Notification" and add additional email addresses

noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS Helpdesk at 877-251-WAWF (9293) or ccl-ec-navy-wawf-helpdesk@dfas.mil.

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

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

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

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

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

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

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

*** See individual task order for specific information.**

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.

5252.236-9303 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.

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(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.

Electric - Water - Compressed Air

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

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

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

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

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

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

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or

controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

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

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

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND ATTACHMENTS

| | |
|---|---|
| UFGS SPECIFICATION SECTION 01 14 00 | WORK RESTRICTIONS |
| UFGS SPECIFICATION SECTION 01 20 00.00 20 | PRICE AND PAYMENT PROCEDURES |
| UFGS SPECIFICATION SECTION 01 30 00 | ADMINISTRATIVE REQUIREMENTS |
| UFGS SPECIFICATION SECTION 01 33 00 | SUBMITTAL PROCEDURES |
| UFGS SPECIFICATION SECTION 01 35 26 | GOVERNMENTAL SAFETY REQUIREMENTS |
| UFGS SPECIFICATION SECTION 01 42 00 | SOURCES FOR REFERENCE PUBLICATIONS |
| UFGS SPECIFICATION SECTION 01 45 00.10 20 | QUALITY CONTROL FOR MINOR CONSTRUCTION |
| UFGS SPECIFICATION SECTION 01 50 00 | TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS |
| UFGS SPECIFICATION SECTION 01 57 19 | TEMPORARY ENVIRONMENTAL CONTROLS |
| UFGS SPECIFICATION SECTION 01 57 19.01 20 | SUPPLEMENTAL TEMPORARY ENVIRONMENTAL CONTROLS |
| UFGS SPECIFICATION SECTION 01 57 23 | TEMPORARY STORM WATER POLLUTION CONTROL |
| UFGS SPECIFICATION SECTION 01 62 35 | RECYCLED/RECOVERED/BIOBASED MATERIALS |
| UFGS SPECIFICATION SECTION 01 74 19 | CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT |
| UFGS SPECIFICATION SECTION 01 75 00 | STARTING AND ADJUSTING |
| UFGS SPECIFICATION SECTION 01 78 00 | CLOSEOUT SUBMITTALS |
| UFGS SPECIFICATION SECTION 01 78 23 | OPERATION AND MAINTENANCE DATA |
| | |
| EXHIBIT A | EXPERIENCE – OFFEROR |
| EXHIBIT B | PAST PERFORMANCE QUESTIONNAIRE |
| EXHIBIT C | SAFETY DATA AND NARRATIVE |
| EXHIBIT D | FINANCIAL QUESTIONNAIRE |
| EXHIBIT E | SURETY FORM |
| EXHIBIT F | REQUEST FOR INFORMATION FORM |
| EXHIBIT G | FAR CLAUSE 52.209-7 AND DFARS CLAUSE 252.209-7999 |
| EXHIBIT H | COMBINED CONTRACTOR PRODUCTION REPORT AND CONTRACTOR QUALITY CONTROL REPORT |
| EXHIBIT I | CONSTRUCTION WAGE DETERMINATION FOR VENTURA COUNTY |
| EXHIBIT J | PROPOSED TASK ORDER 0001 STATEMENT OF WORK |

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.222-38 | Compliance With Veterans' Employment Reporting Requirements | FEB 2016 |
| 52.223-4 | Recovered Material Certification | MAY 2008 |
| 52.225-20 | Prohibition on Conducting Restricted Business Operations in Sudan--Certification | AUG 2009 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | OCT 2015 |
| 52.236-28 | Preparation of Proposals--Construction | OCT 1997 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is $15.0 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) 52.209-11, Representation by Corporations Regarding elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 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.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 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.

(xi) 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.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 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.

(xiv) 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.

(xv) 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.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 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 $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xxi) 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.

(xxii) 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 representations or 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 |
|---|---|---|---|

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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

(v) 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.

(vi) 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.

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

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

(ix) 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.

**X (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 |
|---|---|---|---|
| | | | |

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)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ____ ] is not [ ____ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ____ ] is not [ ____ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)
(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ____ ] is not [ ____ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ____ ] is not [ ____ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section L - Instructions, Conditions and Notices 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 Brad Crawford at 619-532-2439 or e-mail at Bradley.crawford@navy.mil. The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date.

**2. Proposal Submittal Requirements**

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

The cover letter shall include—

(a) The solicitation number;
(b) The name, address, telephone and facsimile numbers, and email address of the Offeror;
(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, if stipulated, must be adhered to. Proposals shall be submitted on 8.5" X 11" paper, utilizing both sides of the paper.

The format for the proposal is as follows:

Cover Letter
First two pages of SF1442 - with blocks 14 through 20c completed
Exhibit D, Financial Questionnaire (Original in sealed envelope from financial institution in original proposal folder only)
Exhibit E, Surety Form
Exhibit G, FAR Clause 52.209-7 - with (b) completed & DFARS Clause 252.209-7999 - with (b) completed
VETS-4212 and/or VETS-4212A Report Submission Confirmation (or Statement of Non-applicability)
Tab "Price":
- Price (In sealed envelope in original proposal folder only) – The envelope shall contain the following original documents: SF1442 (Solicitation, Offer, and Award) with blocks 14 through 20c completed; Bid Guarantee (in the contract minimum guarantee amount of $5,000); **and copies of pages or screen shots from most recent 2016 R. S. Means Facilities Construction Cost Data (manual or software) used to provide pricing**

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

Tab "Exhibit C":
- Factor 3, Safety (Exhibit C)

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

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

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

Naval Facilities Engineering Command Southwest
Capital Improvements Contracts Core /RAQ20.BC
Attention: Brad Crawford
1220 Pacific Highway, Building 127
San Diego, CA 92132-5190

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

**LATE SUBMITTALS WILL NOT BE CONSIDERED.**

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

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

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

**3. Pre-Proposal Conference**

(a) A pre-proposal conference and site visit will not be conducted at this time.

(b) A list of Frequently-Asked-Questions (FAQ) with appropriate responses is provided as an attachment to the RFP. All firms are encouraged to review the FAQ. The FAQ should be viewed prior to submitting any questions regarding the RFP.

(c) Failure of a prospective Offeror to submit any questions will be construed to mean that the Offeror fully understands all requirements of the solicitation.

(d) All prospective Offerors are advised that this solicitation will remain unchanged unless it is amended in writing. Amendments will be posted on the website at http://www.fbo.gov. However, if an amendment is

issued, normal procedures relating to the acknowledgment and receipt of any such amendment as described in Contract Clause "Amendment to Solicitations" of this section shall be applicable.

**4. Financial Questionnaire**

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

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

**5. Surety Form**

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

**If the Offeror is a joint venture, one Surety Form shall be submitted for the joint venture, <u>not</u> the individual partners.**

**6. System for Award Management**

The System for Award Management (SAM) is combining federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. This consolidation includes the functionality from the following systems:
* Central Contractor Registry (CCR)
* Federal Agency Registration (Fedreg)
* Online Representations and Certifications Application (ORCA)
* Excluded Parties List System (EPLS)

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

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

**7. Federal Contractor Program**

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

If subject to the reporting requirements, companies must file an annual VETS-4212 and/or VETS-4212A Report, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information, and follow-up assistance is provided at VETS-4212 Internet site at http://www.dol.gov/vets/vets4212.htm or employers may contact the VETS-4212 customer support at (866) 237-0275 or e-mail at mailto:VETS4212-customersupport@dol.gov.

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

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

**8. Incurred Expenses**

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

**9. No Alternate or Multiple Proposals**

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

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of clause)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

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

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

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

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

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

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY contract resulting from this solicitation.

(End of provision)

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition. Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in
8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

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 **Contracting Officer, Naval Facilities Engineering Command Southwest, Capital Improvements Contracts Core, 1220 Pacific Highway, San Diego, CA 92132-5190**.

(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)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

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

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

https://www.acquisition.gov/far/

(End of provision)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions*. As used in this provision—

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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

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

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active."

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of Provision)

## BASIS FOR AWARD

Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-price factors. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award a single contract to the offeror submitting the lowest price technically acceptable offer.

The Government intends to evaluate proposals and award the contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. A single award will be made. In order to permit efficient competition, the following methodology will be utilized. Proposals will be initially screened for price and placed in order of price (lowest price to highest price). The Government will then evaluate the non-price factors of the three (3) lowest priced proposals in accordance with the criteria of acceptability set forth in the solicitation. However, the Government, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. If one (1) of those proposals is technically acceptable, and if the price is determined to be reasonable in the price evaluation, the Government will make an award to that offeror with the lowest price. If there is no technically acceptable proposal, the next group of three (3) proposals will continue to be evaluated in the order of lowest price to highest price until one (1) has been determined to be technically acceptable. Accordingly, under this methodology, the non-price factors of some proposals may not be evaluated by the Government. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both non-price and price) for the purpose of establishing a competitive range.

Each non-price factor will be rated as either Acceptable or Unacceptable. An “UNACCEPTABLE” rating in any factor results in the overall non-price proposal being rated “UNACCEPTABLE” unless corrected through discussions. An overall non-price rating of “UNACCEPTABLE” makes a proposal ineligible for award.

## DEFINITIONS – the following definitions are relevant to the evaluation process:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EVALUATION FACTORS FOR AWARD

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

Factor 1 – Experience

Factor 2 – Past Performance

Factor 3 – Safety

Basis of Evaluation and Submission Requirements for Each Factor:

Price Factor

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

a. Proposal Submission Requirements:

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

- Standard Form (SF) 1442 (Solicitation, Offer and Award)
- Bid Bond

With regard to price as shown on the SF 1442, the only Contract Line Item that Offerors are to complete is Line Item 0002 of Section 00010 Solicitation for Proposed Task Order 0001.

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

b. Basis of Evaluation:

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

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

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

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

b. Non-price Factors

**FACTOR 1: EXPERIENCE** (See definition)

a. Proposal Submission Requirements:

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

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

For purposes of this evaluation, relevant projects are further defined as specialty trade work including electrical, mechanical, painting, engineering/design, paving (asphaltic and concrete), flooring (tile work/carpeting), roofing, structural repair, fencing, HVAC, and fire suppression/protection system installation and associated work within the construction cost range of $2,000 to $500,000.

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

Additional submission requirements:

- Submit at least two (2) projects with a construction cost of $150,000 or above.
- Submit at least one (1) project demonstrating **self- performed** construction experience

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

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the

contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

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

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

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, at least one relevant project shall be submitted for each Joint Venture partner. If no shared project experience is demonstrated, proposals that fail to submit at least one relevant project for each partner in the Joint Venture will be rated Unacceptable. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD firm will have meaningful involvement in the performance of the contract. Regarding any such submitted project, if the Offeror fails to demonstrate the affiliate/subsidiary/parent firm's meaningful involvement in the performance of this contract, the project will not be considered relevant and will not be evaluated. Offerors are still limited to a total of five (5) projects combined.

b. Basis of Evaluation:

The basis of evaluation will be the Offeror's demonstrated experience in performing five (5) relevant construction projects as defined in the proposal submission requirements above. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP.

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

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

**FACTOR 2: PAST PERFORMANCE**

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

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

a. Proposal Submission Requirements:

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

- For commercial projects, submit a past performance questionnaire (PPQ) (**Exhibit "B"**). Ensure correct/current phone numbers and email addresses are provided for the client point of contact. Offerors are required to provide PPQs with their proposal.

- For Government projects, submit a copy of a U.S. Army Corps of Engineers Construction Contractor Appraisal Support System (CCASS) performance evaluation, for construction. If no CCASS evaluation exists, the Offeror may submit a PPQ; however, the government will not consider any PPQ submitted for a project if an official CCASS evaluation exists in the government database.

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

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

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

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

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

Performance award or additional information submitted will not be considered.

b. Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 – Experience and past performance on other projects currently documented in known sources. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but

are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), and any other known sources not provided by the Offeror.

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

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

**FACTOR 3: SAFETY**

a. Proposal Submission Requirements:

The Offeror shall use **Exhibit "C"** (Safety Data & Narrative) to submit (under **Tab "Exhibit C"**) the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART rates shall not be submitted for subcontractors.)

1) Experience Modification Rate (EMR):

   For the three (3) previous complete calendar years [2013, 2014, and 2015], submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so and explain why. Any extenuating circumstances that adversely affected the EMR should be addressed as part of this element.

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

   For the three (3) previous complete calendar years [2013, 2014, and 2015], submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U. S. Department of Labor, Occupational Safety and Health Administration (OSHA). If you cannot submit an OSHA DART rate, affirmatively state so, and explain why. Any extenuating circumstances that adversely affected the OSHA DART rate data should be addressed as part of this element.

3) Technical Approach for Safety:

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

b. Basis of Evaluation:

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

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

1) Experience Modification Rate (EMR):

The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices. An EMR greater than 1.0 is considered high risk and may be considered Unacceptable; however, the Government may take into account any upward or downward trends and extenuating circumstances that impact the rates.

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

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices. A DART Rate of 3.00 or higher is considered high risk and may be considered Unacceptable; however, the Government may take into account any upward or downward trends and extenuating circumstances that impact the rates.

3) Technical Approach for Safety:

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