



PHASE-ONE  
REQUEST FOR PROPOSAL  
N62742-15-R-1303

FY15 MCON P-240, MARINE WING  
SUPPORT SQUADRON (MWSS)  
FACILITIES AT NORTH RAMP,  
ANDERSEN AIR FORCE BASE, GUAM

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N62742-15-R-1303	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED(RFP)	3. DATE ISSUED 17-Feb-2015	PAGE OF PAGES 1 OF 2
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY NAVFAC PACIFIC A-E/CONSTR CONTRACTS BRANCH (CODE ACQ31) 258 MAKALAPA DR STE 100 JBP HH HI 96860-3434  TEL: _____ FAX: _____	CODE N62742	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE _____ HAND NAVFAC PACIFIC CONSTRUCTION CONTRACTS BR (ACQ31) 4262 RADFORD DR, BLDG 62 HONOLULU HI 96818-3296  TEL: _____ FAX: _____
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9. FOR INFORMATION CALL:	A. NAME ANN H. SAKI-ELI	B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b> (808) 474-5356
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**SOLICITATION**

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

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

RFP N62742-15-R-1303, NAVFAC WORK ORDER NUMBER 1322263, FY15 MCON P-240, MARINE WING SUPPORT SQUADRON (MWSS) FACILITIES AT NORTH RAMP, ANDERSEN AIR FORCE BASE, GUAM

GENERAL DESCRIPTION: SEE DOCUMENT 00100, PARA 1.1.  
THIS PROCUREMENT IS UNRESTRICTED. North American Industry Classification System (NAICS) Code 236220—Commercial and Institutional Building—Average Annual Receipts for the Past 3 Years--\$36.5M.

ESTIMATED COST: BETWEEN \$10,000,000 AND \$25,000,000

DPAS RATING: DOC2

ENFORCEABILITY OF PROPOSAL: The proposal must set forth full, accurate and complete information as required by the solicitation. The Government will rely on such information in the award of the contract. By submission of the offer, the Offeror agrees that all items proposed will be utilized for the duration of the contract and any substitutions will be equal or better than as proposed and accepted for contract award and shall require prior Contracting Officer's approval.

AWARD RESULTING FROM THIS SOLICITATION IS SUBJECT TO RECEIPT OF CONGRESSIONAL/PRESIDENTIAL APPROVAL OF THE FY15 NATIONAL DEFENSE AUTHORIZATION ACT AND FY15 MILITARY CONSTRUCTION, QUALITY OF LIFE AND VETERANS AFFAIRS APPROPRIATIONS ACT

11. The Contractor shall begin performance within 15 calendar days and complete it within 840 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See Document 00700 \_\_\_\_\_.)*

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

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time See Doc 00100, 1.2 (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 150 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

*(Construction, Alteration, or Repair)*

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

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

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

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

**See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

PHASE-TWO WILL REQUIRE PRICING

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 commutates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS

02/15

- 1.1 GENERAL REQUIREMENTS
- 1.2 NUMBER OF COPIES/TIME OF RECEIPT \*
- 1.3 INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL
- 1.4 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION
- 1.5 AMENDMENTS
- 1.6 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION
- 1.7 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.
- 1.8 FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013) / DFARS 252.204-7004 ALTERNATE A SYSTEM FOR AWARD MANAGEMENT (FEB 2014)
- 1.9 FAR 52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
- 1.10 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 1.11 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)
- 1.12 FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) \*
- 1.13 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)
- 1.14 TERRITORY OF GUAM NOTICE CONCERNING TAXES, LICENSES, WITHHOLDINGS

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DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS

02/15

**1.1 GENERAL REQUIREMENTS**

1.1.1 **PURPOSE:** This procurement will follow the two-phase design-build selection procedures in accordance with FAR 36.3. The Government will evaluate phase-one proposals and select the most highly qualified offerors (not-to-exceed five) to submit phase-two proposals. Phase-two will select the best value offeror using the tradeoff source selection process.

1.1.2 **PROJECT DESCRIPTION:** This project will construct (design-build) two single-story facilities and their associated site work. The first facility is a combined facility that has an automotive organizational shop, electronic/communication maintenance shop, construction / weight handling equipment shop, battalion / squadron headquarters, organic unit storage, and operational hazardous / flammable storage. The second building is an armory with an open covered area for classroom training purposes. Further, this project will procure furniture, fixtures and equipment (FF&E) and electronic security system (ESS) to allow for a fully functional, fully integrated, higher quality facility for the customer and quicker delivery date. A detailed project description will be included in the phase-two Request for Proposal.

**1.2 NUMBER OF COPIES/TIME OF RECEIPT**

a. **PHASE-ONE PROPOSAL (PAPER):** An original paper and three (3) paper copies of the phase-one proposal shall be submitted on **19 March 2015, 2:00 p.m., H.S.T.** in a sealed envelope/package/box and marked in the bottom right corner "PHASE-ONE PROPOSAL SUBMITTED UNDER RFP N62742-15-R-1302 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The PHASE-ONE PROPOSAL shall be submitted in a three-ring binder with table of contents and tabbed. The PHASE-ONE PROPOSAL shall include the following:

- (1) Signed and completed SF 1442 (Solicitation, Offer and Award)
- (2) Representations and Certifications (Document 00600)
- (3) Information required by paragraph 1.6, Pre-Award Survey/Responsibility Determination
- (4) All information required by Factor 1, Technical Approach
- (5) All information required by Factor 2, Experience
- (6) All information required by Factor 3, Past Performance

b. **PHASE-ONE PROPOSAL (ELECTRONIC):** One electronic copy of the phase-one proposal shall be submitted in .pdf format on a CD-ROM with the original paper phase-one proposal. The offeror is responsible for ensuring that all original paper and electronic copies are identical. Should there be a discrepancy between the paper and electronic versions, the paper copy shall govern.

c. Proposals shall be submitted as follows:

- (1) If sent via U. S. Postal Mail:

Naval Facilities Engineering Command, Pacific  
Construction Contracts Branch (ACQ31)  
258 Makalapa Drive, Suite 100  
Pearl Harbor, HI 96860-3134

(2) If hand-carried/Private Courier (Delivery hours between 7:00 AM and 2:00 PM, Monday Through Friday except Federal Holidays)

Naval Facilities Engineering Command, Pacific

N62742-15-R-1303  
DOCUMENT 00100

Construction Contracts Branch (ACQ31)  
4262 Radford Drive, Building 62  
Honolulu, HI 96818-3296

### 1.3 INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL

The RFP will be available through the <https://www.neco.navy.mil>. Printed copies of the RFP will not be issued.

### 1.4 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions regarding the solicitation shall be submitted in **writing** in WORD format via electronic mail to Ms. Ann Saki-Eli, [ann.sakieli@navy.mil](mailto:ann.sakieli@navy.mil). Questions shall reference the drawing/detail and/or the specification section including paragraph number. Verbal queries will not be entertained. Responses to the questions will be provided in the form of a Notice and posted to the web site <https://www.neco.navy.mil>. The Government may not respond to questions submitted less than 10 days before the proposal receipt due date.

### 1.5 AMENDMENTS

Amendments will be posted to the web site <https://www.neco.navy.mil>. It is the offeror's responsibility to check the NECO website periodically for any amendments to the solicitation.

### 1.6 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR §9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or the ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. The following information shall be submitted:

- a. Company financial statements (balance sheets and income statements) for past three years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities for each partner.
- c. Newly-formed entities (e.g. limited liability companies (“LLC’s”), limited partnerships (“LTD’s”) and newly-created corporate subsidiaries) that is the entity liable for the contract ordinarily have no record—or an insufficient record—of relevant experience, past performance, and financial capability to support a responsibility determination. In such cases, the offeror may rely on the resources of the LLC member, parent, limited partner, or other entities related to the offeror for responsibility purposes where the offer submits a guaranty from the entity providing the resources. The offeror shall provide a guaranty agreement (See Form DCMA Form 1620 attached) for the contract price.
- d. A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete. If the list of existing commitments is extensive, provide the required information on at least five projects of similar dollar value and a summary of the existing commitments to include number of contracts, total dollar value of all contracts, and total dollar value of work remaining.
- e. Copy of the most current VETS100 email confirmation of receipt notification.

### 1.7 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LP), ETC.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities:

- a. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
- b. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contract, Email address, phone number and facsimile number.
- c. If offeror is an 8(a) joint venture, provide the expected 8(a) graduation date.

1.8 [FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION \(JUL 2013\) DFARS 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.

(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> .

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

Any contract awarded as a result of this solicitation will be \_ DX rated order;  DO-C2 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

#### 1.10 FAR 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,” “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, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, 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.

1.11 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

1.12 FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) \*

(a) The offerors 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:

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Goals for minority participation for each trade	Goals for female participation for each trade
0	6.9

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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 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; (i) Employer identification number of the subcontractor;
  - (2) Estimated dollar amount of the subcontract;
  - (3) Estimated starting and completion dates of the subcontract; and
  - (4) 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 **Guam**.

#### 1.13 FAR 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 General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFACENCOM, Pacific (ACQ31), Construction Contracts Branch, 258 Makalapa Drive, Suite 100, Pearl Harbor, HI 96860-3134.

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

#### 1.14 TERRITORY OF GUAM NOTICE CONCERNING TAXES, LICENSES, WITHHOLDINGS

(NOTE: The information in this Notice to Bidders is provided by the Government of Guam, Department of Revenue and Taxation. Any questions concerning applicability or interpretation should be directed to that Agency at Building 13-1, Mariner Ave., Tiyán, Barrigada, Guam 96923. Business registration with the Government of Guam is not considered in determining contractor responsiveness or responsibility. Bidders attention is directed to the Clause in the solicitation entitled "PERMITS AND RESPONSIBILITIES.")(FAR 52.236-7).

1. All persons engaging in business in Guam must be licensed to do so by the Government of Guam prior to commencement of business in Guam. Engaging in business includes, but is not limited to, services provided by contractors. Applications for business licenses shall be made to the Department of Revenue and Taxation, License and Registration Branch.
2. All corporations, domestic (created under the laws of Guam) or foreign (not created under the laws of Guam) must register with the Department of Revenue and Taxation, License and Registration Branch.
3. Any person engaging in business on Guam must file monthly Business Privilege Tax returns with the Department of Revenue and Taxation.
4. All corporations with the Guam source of funds must file income tax returns to the Department of Revenue and Taxation on the prescribed forms.
5. All employers must deposit wage withholdings from their employees to the Treasurer of Guam. Guam Depository Receipts, as well as Quarterly Withholding Statements are required to be filed with the Department of Revenue and Taxation in the same manner as similar returns and statements required to be filed with the U.S. Internal Revenue Service.
6. Failure to comply with the above may result in criminal or civil penalties as provided by law.

--End of Document--

# GUARANTY AGREEMENT FOR CORPORATE GUARANTOR

(Applicable to One or More Government Contracts)

The undersigned \_\_\_\_\_

(Insert Guarantor's Name)

\_\_\_\_\_  
(Insert Guarantor's Address)

for itself, its successors and assigns, hereinafter referred to as the Guarantor, requests the United States of America (Department of Defense) hereinafter called the Government, to award contract or contracts to

\_\_\_\_\_ a corporation

(Insert Contractor's Name)

organized under the laws of the State of \_\_\_\_\_ having its principal place of business

at \_\_\_\_\_

(Street Address)

in the City of \_\_\_\_\_ in the State of \_\_\_\_\_,

herein after called the Contractor. The undersigned Guarantor agrees to guarantee absolutely to the Government the full, complete and faithful performance of the Contractor of any and all contracts, hereinafter referred to as such contract, according to the terms and conditions thereof and at the time and in the manner provided therein.

In consideration of the award of any and all contracts to the Contractor, the undersigned Guarantor agrees as follows:

1. *Guaranty.* The Guarantor absolutely guarantees the full, complete and faithful performance by the Contractor of such contract, as such contract may be from time to time amended as authorized by its terms, according to the terms and conditions of such contract as so amended, and at the time and in the manner provided therein. The Guarantor agrees to provide the Contractor all necessary and required resources including financing, which are necessary to assure the full, complete and satisfactory performance of such contract.
2. *Extension of Time of Performance.* Any extension of the time of performance of such contract as so amended shall not release the undersigned Guarantor from liability hereon.
3. *Assignment.* This instrument shall bind the undersigned Guarantor, its successors and assigns. If any person, firm, corporation or entity other than the Contractor becomes obligated to perform the contract or any part thereof, whether by operation of law or otherwise, any and all rights of the Government against the Guarantor shall remain in full force.
4. *Default.* In the event of termination for default under the terms of such contract, or in the event of failure, insolvency, default, bankruptcy, arrangement, appointment of receiver of the Contractor or other liquidation of the Contractor, the Guaranty herein shall become absolute.
5. *Waiver of Notice.* The Guarantor waives notice of default on the part of the Contractor and agrees that its Guaranty shall become absolute without necessity for the giving of such notice.
6. *Continuation of Guaranty.* The Guaranty herein shall continue until full, complete and faithful performance of such contract as it may be from time to time amended as authorized by its terms.
7. *Default Liability.* In addition to all other guarantees contained in this Agreement, in the event that the Government terminates such contract for default and awards the uncompleted portion of such contract to another source at a fair and reasonable price, the Guarantor shall be liable for any excess costs incurred by the Government as a result of such procurement and for the repayment of any unrecouped payments (e.g., partial payments, Progress Payments, or Advance Payments) paid to the Contractor by the Government. In addition, the Guarantor shall be liable for all costs and expenses paid or incurred by the Government in enforcing this Guaranty. The Contracting Officer representing the Government in connection with such contract shall determine the total costs and expenses, if any, incurred by the Government.
8. *Enforcement.* This Guaranty Agreement shall inure to the benefit of and may be enforced by the Government.
9. *Construction.* Nothing in this Guaranty Agreement shall be construed to obligate the Government to award a contract to the Contractor.

10. Coverage, Termination, Waiver, and Expiration.

- a. Except as otherwise provided herein, this Guaranty Agreement refers to and shall be effective with respect to any and all contracts for supplies or services entered into, on or after the date of this Agreement between the Government and the Contractor. Unless otherwise indicated by the context the singular of the word "contract" as used in this Agreement shall mean the plural term "contracts" whenever this Agreement shall become effective with respect to more than one contract between the Government and the Contractor. For the purpose of any additional procurement of supplies or services called for by any agreement supplemental to a contract between the Government and the Contractor, the term "contract" shall refer to such supplemental agreement.

Additionally, this Agreement will include the contracts already in existence between the Contractor and the Government before the Agreement date, as specified here:

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- b. The Guaranty Agreement is a continuing guaranty and shall remain in full force and effect until the later of (1) the performance in full of the guaranteed obligations, or under the guaranteed contracts. (2) the termination of all continuing obligations and commitments of the Contractor under the guaranteed contracts. In the case of termination of the continuing commitments of the Contractor on any guaranteed contract, the termination notices must be given in writing citing the affected contracts.
- c. When the Government Contracting Officer determines that it is in the best interest of the Government to do so, the Contracting Officer may, by written notice addressed to the Guarantor at the Guarantor's address shown herein, waive the effect of this Agreement with respect to any specifically identified individual contract between the Government and the Contractor entered into after the date of such written notice. A separate written notice shall be given with respect to each contract that the Contracting Officer determines shall not be subject to the effect of this Agreement.
- d. In the event that all of the contracts covered by this Guaranty Agreement have been satisfactorily completed by the Contractor including all continuing commitment of the Contractor under the contracts, the Guarantor may request the cognizant Government Contracting Officer for this Guaranty Agreement to issue a written notice which states that this Guaranty Agreement is considered to have expired.

Executed the \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_.

\_\_\_\_\_  
(Guarantor)

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

Witness \_\_\_\_\_

Witness \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the duly elected Secretary of the Corporation named as Guarantor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Guarantor, was then \_\_\_\_\_ of said Corporation, that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal:

\_\_\_\_\_  
(Secretary)

Receipt of a copy of the above Guaranty Agreement is acknowledged.  
THE UNITED STATES OF AMERICA

By \_\_\_\_\_

\_\_\_\_\_  
(Contracting Officer)

\_\_\_\_\_  
(Contracting Officer Address)

**DOCUMENT 00202**

**EVALUATION FACTORS FOR AWARD**

**PART I. GENERAL**

**1.1 INTENT TO SELECT/AWARD WITHOUT DISCUSSIONS**

The Government intends to select the most highly qualified offerors (not-to-exceed five) to submit proposals for phase-two without conducting discussions with any Offeror, except for clarifications as described in FAR 15.306(a); therefore, the initial phase-one proposal shall conform to the solicitation requirements and should contain the best offer.

The Government intends to evaluate phase-two proposals received and award a contract without conducting discussions; therefore, the initial phase-two proposal shall conform to the solicitation requirements and should contain the best offer from a non-price and price standpoint.

**1.2 COMPETITIVE RANGE**

If discussions are deemed necessary in phase-one and/or phase-two to maximize the Government's ability to obtain the best value, discussions will be held with those Offerors within the competitive range. The Government may limit the number of proposals in the competitive range to the most highly rated proposals.

**1.3 ENFORCEABILITY OF PROPOSAL**

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (e.g., technical approach, subcontractors with teaming agreements etc.) will be enforced for the duration of the contract. Any substitutions after contract award will be equal or better than as proposed and shall require Contracting Officer's approval prior to implementation.

**PART II. EVALUATION FACTORS AND BASIS OF AWARD**

**2.1 EVALUATION CRITERIA AND BASIS OF AWARD**

In accordance with Federal Acquisition Regulation (FAR) 36.3, this acquisition is based upon two-phase design-build selection procedures. Phase-one will select the most highly qualified offerors (not-to-exceed five) to submit phase-two proposals. Phase-two will select the best value offeror using the tradeoff source selection process. The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is determined to be the most advantageous to the Government considering price and non-price evaluation factors. Award may be made to other than the lowest priced Offeror or other than the highest non-price rated Offeror. Business judgments and tradeoffs will be used to determine the proposal offering the best value to the Government. In determining the best value to the Government, the Government need not quantify the tradeoffs that led to the best value decision.

The term "technical factors" refers to any non-price factor other than past performance. At the conclusion of phase-two, the government will consider Factors 2 through 7 and price in making the best value award decision. The relative order of importance of the non-price evaluation factors is that technical factors are equal to each other and when combined are equal to the performance confidence assessment (past performance). The combined non-price factors are approximately equal to price.

## **2.2 NON-PRICE EVALUATION FACTORS**

### Phase-One:

Factor 1: Technical Approach

Factor 2: Experience

Factor 3: Past Performance

### Phase-Two:

Factor 4: Safety

Factor 5: Energy and Sustainable Design

Factor 6: Small Business Utilization

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

Subfactor 6B – Small Business Participation

Factor 7: Workforce Housing Logistics and Material Management Plan

## **PHASE-ONE**

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

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

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

The Offeror shall submit the following information:

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

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

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

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

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

### **Factor 2 – Experience:**

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

The Offeror shall submit the following information:

**(1) Construction Experience:**

Submit a maximum of five (5) relevant construction projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as:

*RELEVANT PROJECT: New construction of single story concrete facilities with associated sitework appropriate for high humidity and tropical natural disasters (e.g., seismic and wind). Relevant projects demonstrating experience shall be approximately \$15M or more in dollar value. Projects must have been completed or substantially completed within the past ten (10) years of the date of issuance of this RFP. "Substantially Complete" is defined as at least 90% physically complete.*

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

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

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

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

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

The Offeror may utilize experience of a subcontractor that will perform major or critical aspects of the requirement to demonstrate construction experience under this evaluation factor. The Offer must provide a letter of commitment and an explanation of the meaningful involvement that the subcontractor will have in performance of this contract. More weight may be given to the Offeror's projects than to those submitted for subcontractors.

**(2) Design Experience**

Submit a maximum of five (5) relevant design projects for the lead designer that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as:

*RELEVANT PROJECT: A relevant design project includes the following individual features: (1) Design of new concrete facilities appropriate for high humidity and tropical natural disasters (e.g., seismic and wind); (2) design of new facilities that included hardened concrete secured spaces (e.g, munitions storage, bunkers, vaults, etc.); and (3) design of physical and electronic security systems. Relevant projects demonstrating experience shall have been completed within the past ten (10) years. Each project submitted for evaluation that includes two or more individual features shall be approximately \$15.0M or more in construction dollar value. Individual features do not have to be*

*within a single project scope. However, projects that include only feature (1) shall be approximately \$15.0M or more in construction dollar value; projects that include only feature (2) shall be approximately \$1.0M or more in construction dollar value; and projects that include only feature (3) shall be approximately \$150K or more in construction dollar value. Projects submitted shall be completed within the past ten (10) years of the date of issuance of this RFP. For design-build projects, the design portion of the contract shall have been completed within the past ten (10) years of the date of issuance of this RFP.*

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

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

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features.

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

**(b) Basis of Evaluation:**

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

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

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

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

Offerors who submit relevant projects that demonstrate experience self-performing relevant features of work may receive a higher rating than those who do not demonstrate self-performance.

Relevant projects that demonstrate experience in construction and / or design of motor vehicle repair/maintenance and storage facilities may be considered more favorably than those that do not.

**Factor 3 – Past Performance:**

**(a) Solicitation Submittal Requirements:**

If a completed Construction Contractor Appraisal Support System (CCASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for construction experience. If a completed AE Contractor Appraisal Support System (ACASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for design experience. If there is not a completed CCASS or ACASS evaluation then submit Past Performance Questionnaires (Attachment B) for each project included in Factor 2 for both Construction Experience and Design Experience. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offeror's may submit PPQs previously submitted for other solicitations.

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

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

Performance award or additional information submitted will not be considered.

**(b) Basis of Evaluation:**

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 2 – Experience and past performance on other projects currently documented in known sources. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

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

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

**PHASE II (This section applies to offerors selected to submit phase-two proposals)**

**Factor 4 – Safety**

**(a) Solicitation Submittal Requirements:**

The Offeror shall submit a narrative that fully describes the safety management system that they will use to oversee the safety compliance and performance of self-performed and sub-contractor performed work and the Offeror's method for qualifying, evaluating, selecting all tiers of sub-contractors. The narrative shall include:

- a) Safety program performance, including, but not limited to the OSHA Total Recordable Case (TRC) rate and OSHA Days Away, Restricted Duty or Transferred (DART) rates for the most recent five (5) complete calendar years. The narrative shall address any observed trend, serious mishaps, including fatalities, and any mitigating circumstances associated with the mishap rates. If negative trends are noted, the narrative

shall address corrective measures taken to prevent repeat occurrences of similar mishaps.

- b) Methodology used in those projects identified in the past performance evaluation factor to qualify, evaluate, select, and oversee sub-contractors based on their safety performance, such as OSHA Total Recordable Case (TRC) rates, and OSHA Days Away, Restricted Duty or Transferred (DART) rates.
- c) Methodology intended to be used to qualify, evaluate, select, and oversee subcontractors for this project, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose EMR (if available) is greater than 1.0, whose TRC is greater than 4.0 and whose DART rate is greater than 2.0.

The narrative shall be limited to two pages. (For a partnership or joint venture, the mishap rates are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. Safety narratives for joint ventures may be up to four pages in length.)

**(b) Basis of Evaluation:**

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for its self-performed work and the work of its subcontractors. The Government will evaluate the Offeror's overall safety management system, safety performance record, and the Offeror's methodology of qualifying, evaluating, selecting and overseeing its subcontractors. The Government's sources of information for evaluating safety will include, but are not limited to: OSHA, NAVFAC's Enterprise Safety Applications Management System (ESAMS) database, 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 Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project and the specific management practices that will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose EMR (if available) is greater than 1.0, whose TRC is greater than 4.0 and whose DART rate is greater than 2.0. Those Offerors who demonstrate an effective safety management system, as indicated by the required information provided in their safety narrative may be considered more favorably in the evaluation.

Offeror's OSHA Total Recordable Case (TRC) Rates will be evaluated against the following Navy standards:

<u>Risk</u>	<u>TRC</u>
Very High	Greater than 4.0
High	From 2.75 to 4.0
Moderate	From 1.25 to 2.75
Low	From 0.50 to 1.25
Very Low	Less than 0.50

Offeror's DART rates will be evaluated against the following Navy standards:

<u>Risk</u>	<u>DART</u>
Very High	Greater than 2.0
High	From 1.0 to 2.0

Moderate	From 0.50 to 0.99
Low	From 0.25 to 0.49
Very Low	Less than 0.25

## **Factor 5 – Energy and Sustainable Design**

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

Provide the following information, which describes how the project will meet or exceed the following sustainable design contract requirements.

#### (1) EPAAct 2005 Energy Efficiency Narrative:

Using the guidance outlined in Part 3 of this RFP, provide a detailed narrative to describe whether the proposed solution will meet or exceed the goal of a 30% energy reduction using the ASHRAE Std 90.1-2007, Appendix G, Building Performance Rating Method, excluding receptacle and process loads. Provide the proposed percent energy reduction. Provide the assumptions the Offeror will use to obtain a high-performance building, which will comply with these energy reduction goals. Describe the Offeror's proposed building with regards to building orientation, shape, fenestration, solar heat gain coefficients (SHGC), wall and roof insulation values (U-values), HVAC systems, water heating systems, lighting systems, and control systems. Organize/divide the assumptions into four areas; building orientation and configuration, building envelope, mechanical systems, and electrical systems. If the Offeror determines the 30% reduction is not feasible for this project, the Offeror shall state what percent energy reduction is offered by their proposal. Do not exceed two (2) double-sided pages (or four (4) single-sided pages). *Note: Building performance rating and percent energy reduction are calculated in terms of energy rather than energy cost.*

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

The Government will evaluate the Offeror's response to the Energy and Sustainable Design Factor considering the proposed energy savings.

EPAAct 2005 Energy Efficiency Narrative: The Government will evaluate the Offeror's proposed energy budget reduction relative to EPAAct 2005 energy efficiency goals, including evaluation of assumptions.

## **Factor 6 – Small Business Utilization**

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

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

**Subfactor 6.A – Past Performance In Utilization Of Small Business Concerns**

**(a) Solicitation Submittal Requirements:**

Proposals that do not include responses addressing ALL elements of the requirements stated below (1. through 4.) must include an explanation why that element is not addressed.

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

**If the Offeror is a Joint Venture, Partnership LLC or other entity consisting of more than one entity, provide past performance information, elements 1) through 4), for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.**

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the Basis of Evaluation for Subfactor 6a:

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

**(b) Basis of Evaluation:**

The extent to which the proposal demonstrates the Offeror's level of past performance in utilizing Small Business (SB) concerns, AbilityOne, Mentor-Protégé Agreements, and other socio-economic programs, as defined in FAR Parts 26.1 and 26.3, in subcontracting, and in meeting established Small Business subcontracting goals.

**Subfactor 6.B – Small Business Participation**

**(a) Solicitation Submittal Requirements:**

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

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

**(b) Basis of Evaluation:**

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

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

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

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

	FY2015
SB	66.80%
SDB	17.27%
WOSB	15.30%
HUBZone	8.94%
SDVOSB	3.03%

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

## **FACTOR 7 – Workforce Housing Logistics And Material Management Plan**

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

The Workforce Housing Logistics and Material Management (WHL&MM) Plan shall provide the following information:

(1) The Offeror shall provide the approximate number of workers that will be required for this project and categorizing by (1) Permanent Resident of Guam; (2) managers and supervisors (U.S. citizens or resident aliens); (3) other than H-2B workers, who have established arrangements for housing on Guam; and (4) temporary resident workers.

(2) The Offeror shall provide a statement that it will comply with Section 01 30 00.05 20, paragraph 1.3, Contractor Workforce Housing Logistics and Material Management Requirements. This statement will adequately demonstrate that the Offeror intends to submit a WHL&MM Plan that meets the RFP requirements after award of the resulting contract.

(3) If the Offeror proposes to exceed the requirements set forth in Section 01 30 00.05 20, paragraph 1.3, Contractor Workforce Housing Logistics and Material Management Requirements, the Offeror shall provide a detailed narrative describing how its plan will minimize the impacts to the local community by exceeding the requirements under the responsibility of the Offeror and all prospective subcontractors for Housing, Food, Medical, Safety & Security, Transportation, and Material Management. The narrative shall not exceed 6 pages (single-sided, 8.5" x 11", 1" margin left/right/top/bottom, and 12-point font). Narrative pages shall contain the page number from 1 through 6. Any page beyond the 6th page will not be evaluated.

Maps/plans/drawings/graphics/sketches/copies of contractual agreements that demonstrate exceeding the requirements shall be included as an Appendix to the narrative. Page limitations exclude (items (1) and (2) above and maps/plans/drawings/graphics/sketches/copies of contractual agreements. Do NOT submit narratives and supporting documents to support meeting the WHL&MM Requirements.

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

The Government will evaluate the offeror's proposed Workforce Housing Logistics and Material Management Plan for meeting / exceeding the RFP requirements in terms of the offeror's strategy to provide the necessary services to minimize the potential negative impacts to the community regarding medical services, food, housing, security, transportation, and material management in performance of this contract. Negative impacts include, but are not limited to, adverse socio-economic impacts on Guam's limited food, housing, transportation and medical networks; and the potential likelihood of crime and other potential negative community impacts due to the large transient workforce.

## **2.3 RATING SCHEME**

2.3.1 The following information is pertinent to the rating of the technical proposals:

a. Strength: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

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

c. Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

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

e. If a proposal is evaluated as “**Unacceptable**” for a subfactor, the corresponding rating for the Factor will be “**Unacceptable**”. If the proposal contains an “**Unacceptable**” rating for any of the Factors, the overall rating of the technical proposal will be “**Unacceptable**” despite the weighing of the Factors.

#### **2.4 PHASE-TWO PRICE EVALUATION FACTOR**

a. In accordance with FAR 52.217-5, the Government will evaluate offers by adding the total price for all options (CLIN 0003) to the total price for the basic requirement (CLIN 0001 plus 0002). Subsequently, the proposed FF&E (CLIN 0004) will be added to the total price of the basic requirement plus the Option.

b. One or more of the following techniques will be used to evaluate the total evaluated price to ensure that it is fair and reasonable:

- Comparison of proposed prices received in response to the solicitation;
- Comparison of proposed prices with the independent Government Estimate;
- Comparison of previously proposed prices and previous Government and commercial prices with current proposed prices for the same or similar service/items, if both the validity of the comparison and the reasonableness of the previous prices(s) can be established.

c. The price proposals will be ranked from lowest to highest based on the evaluation criteria stated above.



9. Provide a detailed description of the project and the relevancy to the project requirements of this RFP (i.e.: unique features, square footage, construction methods), including any sustainable features or USGBC LEED certifications. If design-build, include a description of the design-effort.

10. Provide a detailed description of what work your firm self-performed on this project:

11. Other Information:

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name: \_\_\_\_\_ CAGE Code: \_\_\_\_\_  
Address: \_\_\_\_\_ DUNs Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**2. Work Performed as:**       Prime Contractor       Sub Contractor       Joint Venture       Other (Explain)

Percent of project work performed: \_\_\_\_\_  
If subcontractor, who was the prime (Name/Phone #): \_\_\_\_\_

**3. Contract Information**

Contract Number: \_\_\_\_\_  
Delivery/Task Order Number (if applicable): \_\_\_\_\_  
Contract Type:       Firm Fixed Price       Cost Reimbursement       Other (Please specify): \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Contract Location: \_\_\_\_\_

Award Date (mm/dd/yy): \_\_\_\_\_  
Contract Completion Date (mm/dd/yy): \_\_\_\_\_  
Actual Completion Date (mm/dd/yy): \_\_\_\_\_  
Explain Differences: \_\_\_\_\_

Original Contract Price (Award Amount): \_\_\_\_\_  
Final Contract Price (*to include all modifications, if applicable*): \_\_\_\_\_  
Explain Differences: \_\_\_\_\_

**4. Project Description:**

Complexity of Work     High       Med       Routine  
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*) \_\_\_\_\_

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**6. Describe the client's role in the project:** \_\_\_\_\_

**7. Date Questionnaire was completed (mm/dd/yy):** \_\_\_\_\_

**8. Client's Signature:** \_\_\_\_\_

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

<b>RATING</b>	<b>DEFINITION</b>	<b>NOTE</b>
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

**TO BE COMPLETED BY CLIENT**

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
<b>5. COST/FINANCIAL MANAGEMENT</b>	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N

Contractor Information (Firm Name): \_\_\_\_\_  
 Client Information (Name): \_\_\_\_\_

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
<b>6. SAFETY/SECURITY</b>						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
<b>7. GENERAL</b>						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E	VG	S	M	U	N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

**Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):**

**SMALL BUSINESS PAST PERFORMANCE**

**Small Business offerors, newly established Large Business offerors, or Large Business Offerors with no prior SF294/ISR history shall complete this form. Large Business Offerors with a SF294 or ISR history shall submit SF294s or ISRs in lieu of completing this form.**

**(a) SUBCONTRACTING ACHIEVEMENT – Include actual dollar values subcontracted for each of the categories listed. Include the percentage goal only if a goal was established.**

(1) Contract Number/Title:	ACTUAL		GOAL (if applicable)
	Whole Dollars	Percent	Percent
Completion Date: _____ <b>Total Contract Value:</b> \$ _____			
Total Subcontracted Value: \$ _____			
(a) Small Business Concerns (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) Small Business Concerns (Non-Federal Certifications Examples: MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women’s Business Enterprise).			
(b) Large Business Concerns (Dollar amount and percent of line c.)			
(c) Total (sum of lines a & b above)			
(d) Small Disadvantaged Business Concerns (Dollar amount and percent of line c.) Including MBE & DBE			
(e) Women-Owned Small Business Concerns (Dollar amount and percent of line c.) Including WBE			
(f) HUBZone Small Business Concerns (Dollar amount and percent of line c.)			
(g) Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.)			
(h) Service Disabled Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.) Including DVBE			

Name of customer reference for this project: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

(2) Contract Number/Title:			
	<b>ACTUAL</b>		<b>GOAL</b> (if applicable)
Completion Date: _____ <b>Contract Dollar Value: \$</b> _____			
Total Subcontracted Value: \$ _____	Whole Dollars	Percent	Percent
(b) <b>Small Business Concerns</b> (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) <b>Small Business Concerns (Non-Federal Certifications Examples:</b> MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women's Business Enterprise).			
(b) <b>Large Business Concerns</b> (Dollar amount and percent of line c.)			
(c) <b>Total</b> (sum of lines a & b above)			
(d) <b>Small Disadvantaged Business Concerns</b> (Dollar amount and percent of line c.) Including MBE & DBE			
(e) <b>Women-Owned Small Business Concerns</b> (Dollar amount and percent of line c.) Including WBE			
(f) <b>HUBZone Small Business Concerns</b> (Dollar amount and percent of line c.)			
(g) <b>Veteran-Owned Small Business Concerns</b> (Dollar amount and percent of line c.)			
(h) <b>Service Disabled Veteran-Owned Small Business Concerns</b> (Dollar amount and percent of line c.) Including DVBE			
Name of customer reference for this project: _____ Phone Number: _____ FAX Number: _____ Email address: _____			

(3) Contract Number/Title:			
	<b>ACTUAL</b>		<b>GOAL</b> (if applicable)
Completion Date: _____ <b>Contract Dollar Value: \$</b> _____			
Total Subcontracted Value: \$ _____	Whole Dollars	Percent	Percent
(c) <b>Small Business Concerns</b> (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) <b>Small Business Concerns (Non-Federal Certifications Examples:</b> MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women's Business Enterprise).			
(b) <b>Large Business Concerns</b> (Dollar amount and percent of line c.)			
(c) <b>Total</b> (sum of lines a & b above)			
(d) <b>Small Disadvantaged Business Concerns</b> (Dollar amount and percent of line c.) Including MBE & DBE			
(e) <b>Women-Owned Small Business Concerns</b> (Dollar amount and percent of line c.) Including WBE			
(f) <b>HUBZone Small Business Concerns</b> (Dollar amount and percent of line c.)			
(g) <b>Veteran-Owned Small Business Concerns</b> (Dollar amount and percent of line c.)			
(h) <b>Service Disabled Veteran-Owned Small Business Concerns</b> (Dollar amount and percent of line c.) Including DVBE			
Name of customer reference for this project: _____ Phone Number: _____ FAX Number: _____ Email address: _____			

Note: Form may be expanded.

**PROPOSED SUBCONTRACTING PARTICIPATION BREAKDOWN  
(TO BE SUBMITTED BY SMALL BUSINESSES)**

**(CONTRACTOR'S NAME)  
(ADDRESS)**

RFP N62742-15-R-1303  
FY15 MCON P-240, MARINE WING SUPPORT SQUADRON (MWSS) FACILITIES AT NORTH RAMP,  
ANDERSEN AIR FORCE BASE, GUAM

(Date Prepared)

**SUBCONTRACTING BREAKDOWN – (Base Year and/or All Bid Items excluding Options)**

- 1. Estimated \$ value of all planned subcontracting \$ \_\_\_\_\_
- 2. Estimated \$ value of all work to be performed by offeror's workforce \$ \_\_\_\_\_
- 3. Total \$ value of the proposal (sum of 1 and 2) \$ \_\_\_\_\_
- 4. Subcontracts for products and services to be awarded under this project.

a. Large Business: (LB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
		TOTAL: \$ _____

b. Small Business (SB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
		TOTAL: \$ _____

(1) SMALL DISADVANTAGED BUSINESSES: (SDB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
		TOTAL: \$ _____



2. Lines 4.b. (1) through 4.b (7) identify various categories of small businesses under the main small business (SB) group. Subcontracts to companies that qualify in multiple categories must be reported under each category. For example: if you are planning to subcontract \$100,000 to ABC, a woman-owned small disadvantaged business that is also a certified HUBZone small business, you will report \$100,000 on line 4.b SB, line 4.b (1) SDB, line 4.b (2) WOSB and line 4.b.(3) HUBZone SB.

**SUBCONTRACTING BREAKDOWN**

Base Item (CLIN 0001 plus CLIN 00002)    Option 1 (CLIN 0003)

**DOLLARS**

Total dollar value of this contract.	\$ _____	\$ _____
Total Subcontracted	\$ _____	\$ _____
Large Business	\$ _____	\$ _____
Small Business	\$ _____	\$ _____
SDB	\$ _____	\$ _____
WOSB	\$ _____	\$ _____
HBCU/MI	\$ _____	\$ _____
HUBZone SB	\$ _____	\$ _____
VOSB	\$ _____	\$ _____
SDVOSB	\$ _____	\$ _____
ABILITY ONE (formerly JWOD-NISH)	\$ _____	\$ _____

**PERCENTAGES**

*Large Business	_____ %	_____ %
*Small Business	_____ %	_____ %
*SDB	_____ %	_____ %
*WOSB	_____ %	_____ %
*HBCU/MI	_____ %	_____ %
*HUBZone SB	_____ %	_____ %
*VOSB	_____ %	_____ %
*SDVOSB	_____ %	_____ %
ABILITY ONE (formerly JWOD-NISH)	_____ %	_____ %
**% of total dollars subcontracted	_____ %	_____ %

**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

**SMALL BUSINESS SUBCONTRACTING PLAN (Template)**

\*This template has been designed to be consistent with FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan ("Subcontracting Plan"). Other formats of a small business subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this template may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable.

**(TO BE SUBMITTED BY LARGE BUSINESSES)**

(CONTRACTOR'S NAME)  
(ADDRESS)

(CONTRACTOR'S CORPORATE ADDRESS)  
[If same as address above, please so indicate].

(\*\*FOR SBA REPORTING PURPOSES IN CERTAIN CIRCUMSTANCES; REQUIRED BY FAR 19.705-6)

(Solicitation or Contract Number)

(Title of the Project and Location)

(Date Prepared)

Type of Report (Individual, Commercial, Master)

**PLAN SUBMITTED BY:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REVIEWED:**

\_\_\_\_\_  
Small Business Specialist \_\_\_\_\_ Date

**REVIEWED:**

\_\_\_\_\_  
Small Business Administration \_\_\_\_\_ Date  
Procurement Center Representative

**ACCEPTED:**

\_\_\_\_\_  
Procuring Contracting Officer \_\_\_\_\_ Date

**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

**SUBCONTRACTING PLAN**

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations (FAR) 19.704. The following goals are established for the Base Period and/or all Bid Items including all option periods. This contract  does  does not contain option periods. Use Attachment (1) for showing the breakdown of the base year and option periods. Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$ \_\_\_\_\_  
(including options)
- b. Total Subcontracted \$ \_\_\_\_\_ % of 1.a  
(inclusive of all planned subcontracting to all businesses, regardless of size)
- c. Total Prime-performed \$ \_\_\_\_\_ % of 1.a

2. The following dollars and percentage goals are applicable to the contract cited above. (See FAR 19.704(a)(1) and (2))

- a. Large Business (LB) \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are large business concerns.

- b. Small Business (SB) \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns<sup>\*\*</sup>; include contracts awarded under the AbilityOne Program (formerly Javits Wagner O'Day Act Contracts (JWOD)) to SourceAmerica (formerly NISH) and NIB; and awards to Alaskan Native Corporations (ANCs) and Indian Tribes as prescribed in FAR 19.703(c) & FAR 52.219-9.

(\*\*includes all small businesses, including Small, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns, and Historically Black Colleges, Universities and Minority Institutions (HBCU/MI))

(Include 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k below).

Attach supporting rationale for goals less than **66.80%**.

**Notes:**

- (1) *Lines 1.b + 1.c = 100% of Line 1.a*  
(2) *Lines 2.a + 2.b = 100% of Line 1.b*

**BASE PERIOD SUBCONTRACTING GOALS**  
**SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

(3) Lines 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k are calculated against Line 1.b, the total value of overall subcontracting dollars.

(4) Subcontracts to companies that qualify in multiple categories of SB must be reported under each category. For example: if you are planning to subcontract \$100,000 to company ABC, a woman-owned small disadvantaged business that is also a certified HUBZone, you will report \$100,000 on line 2.b (SB), 2.c (HUBZone), 2.d (WOSB) and 2.e (SDB).

(5) The sum of 2.c through 2.k does not automatically equate to the value of 2.b.

(6) Designated HUBZone Small Businesses must be certified by the Small Business Administration (SBA).

c. HUBZone SB                      \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are qualified HUBZone small business concerns certified by SBA. Attach supporting rationale for goals less than **8.94%**. (Included in 2.b, above, as a subset.)

d. Woman-Owned SB            \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are WOSB. Attach supporting rationale for goals less than **15.30%**. (Included in 2.b, above, as a subset.)

e. Small Disadvantaged Business                      \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by Socially and Economically Disadvantaged individuals (include in this category the planned subcontracting dollars to HBCU/MI shown in 2.h below, and the planned subcontracting dollars to ANCs and Indian Tribes shown in 2.j below). Attach supporting rationale for goals less than **17.27%**. (Included in 2.b, above, as a subset.)

f. Veteran-Owned SB            \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by VOSB (include in this category the planned subcontracting dollars to SDVOSB shown in 2.g below). (Included in 2.b, above, as a subset.)

g. Service-Disabled Veteran-Owned SB                      \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by SDVOSB. Attach supporting rationale for goals less than **3.03%**. (Included in 2.b and 2.f, above, as a subset.)

h. Historically Black Colleges & Universities/Minority Institutions                      \$ \_\_\_\_\_ % of 1.b.

**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

This number represents total planned subcontracting dollars under this contract that will go to HBCU/MI as identified in FAR 26. (Included in 2.b and 2.e, above, as a subset.)

i. AbilityOne  
(Formerly JWOD)      \$ \_\_\_\_\_      \_\_\_\_\_ % of l.b.

This number represents total planned subcontracting dollars under this contract that will go to AbilityOne participating Nonprofit Agencies (sometimes referred to community rehabilitation programs, work centers, industries, or rehabilitation facilities). Per DFARS 219.703, subcontracts awarded to qualified non-profit agencies for the blind or severely disabled may be counted toward the small business subcontracting goal. (Included in 2.b, above, as a subset.)

j. Alaskan Native  
Corporations &  
Indian Tribes      \$ \_\_\_\_\_      \_\_\_\_\_ % of l.b.

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not SDBs where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SDB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b and 2.e, above, as a subset.)

k. Alaskan Native  
Corporations &  
Indian Tribes      \$ \_\_\_\_\_      \_\_\_\_\_ % of l.b.

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not small businesses where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b, above, as a subset.)

3. The following principal products and/or services will be subcontracted under this contract. Additional sheets may be added as required. (See FAR 19.704(a)(3))

a. Products/services planned for subcontracting to LB concerns:

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

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b. Products/services planned to be subcontracted to SB concerns:

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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<hr/>	<hr/>

c. Products/services planned to be subcontracted to HUBZone concerns:

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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<hr/>	<hr/>
<hr/>	<hr/>

d. Products/services planned to be subcontracted to WOSB concerns:

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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<hr/>	<hr/>
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e. Products/services planned for subcontracting to SDB concerns:

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

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f. Products/services planned for subcontracting to VOSB concerns:

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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<hr/>	<hr/>

g. Products/services planned for subcontracting to SDVOSB concerns:

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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h. Products/services planned for subcontracting to HBCU/MIs:

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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<hr/>	<hr/>
<hr/>	<hr/>

i. Products/services planned for subcontracting to AbilityOne organizations (formerly JWOD):

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

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- j. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SDBs. (See 2.j above for explanation):

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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<hr/>	<hr/>
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- k. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SBs. (See 2.k above for explanation.)

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Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
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(ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED)

4. The following method was used to develop the above subcontracting goals. Include a statement explaining how the products and services to be subcontracted were established, how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, VOSB, SDVOSB concerns, HBCU/MIs, AbilityOne program participants, ANCs and Indian Tribes were determined, and how their capabilities were determined. (See FAR 19.704(a)(4))

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**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

5. Source lists utilized in making the determinations in paragraph 4, above are as follows: (See FAR 19.704(a)(5))

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6. Indirect and overhead costs  have  have not been included in the goals specified in 1. and 2. above. If "have" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, HBCU/MI, AbilityOne program participants, ANCs, and Indian Tribes, and the products and services planned: (See FAR 19.704(a)(6))

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7. The following employee will administer the subcontracting program: (See FAR 19.704(a)(7))

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TITLE: \_\_\_\_\_

This individual's specific duties, as they relate to the firm's subcontracting plan, are general overall responsibility for this company's Small Business Program. This person should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices. If the prime decides to change the person in this position, they must notify the Contracting Officer and the Deputy for Small Business. The administrator is responsible for the development, preparation and execution of this subcontracting plan, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

- a. Developing and maintaining bidders lists of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, AbilityOne program participants, HBCU/MIs, ANCs, and Indian Tribes (hereafter referred to as the small business community) from all possible sources.
- b. Ensuring that procurement packages are structured to permit the small business community to participate to the maximum extent possible.
- c. Assuring inclusion of the small business community in all solicitations for products or services, which they are capable of providing.
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit the small business community participation.
- e. Ensuring periodic rotation of potential subcontractors on bidders lists.
- f. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by the small business community.

**BASE PERIOD SUBCONTRACTING GOALS**  
**SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

- g. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- h. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- i. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- j. Monitoring attainment of proposed goals.
- k. Preparing and submitting required periodic subcontracting reports.
- l. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- m. Coordinating the conduct of contractor's activities involving its small business subcontracting program.
- n. Additions to (or deletions from) the duties specified above are as follows:

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8. The following efforts will be taken to assure that the small business community will have an equitable opportunity to compete for subcontracts. (See FAR 19.704(a)(8))

- a. Outreach efforts will be made by identifying:
  - Contacts with minority and small business trade associations.
  - Contacts with business development organizations.
  - Attendance at small and minority business procurement conference and trade fairs.
- b. Sources will be requested from the System for Award Management (SAM) website available at <https://www.sam.gov/> on the Internet.  
Automated data base sources to be used, other than SAM, will be as follows.

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- c. The following internal efforts will be made to guide and encourage buyers:
  - (i) Workshops, seminars and training programs will be conducted.
  - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
  - (iii) Arrange interviews with the small business community.
- d. Describe how your small business data base, source lists, guides, and other data will be maintained and utilized by buyers in soliciting subcontracts; e.g., rotation of firms in the data base, keeping data base current and useful, etc.

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**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

e. Additions to (or deletions from) the above listed efforts are as follows:

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9. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns " will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns, who receive subcontracts in excess of \$650,000 (\$1,500,000 for Construction) will be required to adopt and comply with subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of P.L. 95-507 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review subcontracting program progress. (See FAR 19.704(a)(9))
10. The offeror (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror (contractor) with the subcontracting plan and with FAR clause 52.219-8. (See FAR 19.704(a)(10)(i) and (ii))
11. The offeror (contractor) agrees to: (See FAR 19.704(a)(10)(iii)-(vi))
- a. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS and FAR Clause 52.219-9;

1 <sup>st</sup> reporting period – Oct 1 through March 31	Submit NLT 30 April
2 <sup>nd</sup> reporting period – Oct 1 through September 30	Submit NLT 30 October

A separate "Final" ISR is required at contract completion.

Upon award of the contract, the identity of the individual(s) responsible for acknowledging receipt or rejecting the ISR and the SSR will be provided to the awardee.

- b. Ensure that its large business subcontractors with subcontracting plans agree to submit the ISR and/or the the SSR using the eSRS;
- c. Provide its prime contract number and its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first tier large business subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- d. Require that each large business subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor

**BASE PERIOD SUBCONTRACTING GOALS  
SOLICITATION (N62742-15-R-1303/ CONTRACT N62742-15-C-1303)**

official responsible for acknowledging or rejecting the reports, to its large business subcontractors with subcontracting plans.

- e. Ensure that the identified Contracting Officer and Small Business Specialist assigned to the contract are included on the eSRS email notification distribution upon submission of each report.

***\*Note 1: If contract value is \$25,000 or more and the solicitation includes FAR Clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, ensure additional reporting requirements are met in eSRS in accordance with this clause.***

- 12. The offeror (contractor) agrees to maintain at least the following types of records to document compliance with this subcontracting plan: (See FAR 19.704(a)(11))
  - a. Source lists, guides, and other data identifying small business, HUBZone small business, women-owned small business, small disadvantaged business, veteran owned small business and service disabled veteran owned small business.
  - b. Organizations contacted to locate small business, HUBZone small business, women-owned small business, small disadvantaged business, veteran owned small business and service disabled veteran owned small business.
  - c. On a contract-by-contract basis, records on all subcontract solicitations over \$150,000 and indicating for each solicitation:
    - (i) whether small business, HUBZone small business, women-owned small business, small disadvantaged business, veteran owned small business and service disabled veteran owned small business were solicited, and if not, why not; and
    - (ii) reason why the award was not made to a small business concern.
    - (iii) written designations from ANCs or Indian Tribes, in accordance with FAR 19.703, if applicable.
  - d. Records to support other outreach efforts, e.g., contacts with small business trade associations, business development organizations, and attendance at small business procurement conferences and trade fairs, and frequency of accessing SAM.
  - e. Maintain records of internal guidance and encouragement to buyers through:
    - (i) Workshops, seminars, training; etc; and
    - (ii) Monitoring performance to evaluate compliance with the program's requirement.
  - f. On a contract-by-contract basis, records to support award data submitted by the contractor to the Government including the name, address, and business size of each subcontractor.

\*\*\*\*\*END OF PLAN\*\*\*\*\*

The original copy of this plan is included in the file and made a material part of the contract.

Copy to:  
Small Business Specialist  
SBA PCR

**SUBCONTRACTING PLAN**

Base Item (CLIN 0001 and CLIN 0002 )    Option 1 (CLIN 0003)

**DOLLARS**

Total dollar value of this contract.	\$ _____	\$ _____
Total Subcontracted	\$ _____	\$ _____
Large Business	\$ _____	\$ _____
Small Business	\$ _____	\$ _____
SDB	\$ _____	\$ _____
WOSB	\$ _____	\$ _____
HBCU/MI	\$ _____	\$ _____
HUBZone SB	\$ _____	\$ _____
VOSB	\$ _____	\$ _____
SDVOSB	\$ _____	\$ _____
ABILITY ONE (formerly JWOD-NISH)	\$ _____	\$ _____

**PERCENTAGES**

*Large Business	_____	%	_____	%
*Small Business	_____	%	_____	%
*SDB	_____	%	_____	%
*WOSB	_____	%	_____	%
*HBCU/MI	_____	%	_____	%
*HUBZone SB	_____	%	_____	%
*VOSB	_____	%	_____	%
*SDVOSB	_____	%	_____	%
ABILITY ONE (formerly JWOD-NISH)	_____	%	_____	%
**% of total dollars subcontracted	_____	%	_____	%

DOCUMENT 00600

REPRESENTATIONS AND CERTIFICATIONS FOR CONTRACTING BY NEGOTIATION

02/15

- 1.1 SUMMARY
- 1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)/DFARS 252.204-7007, ALTERNATE A (JAN 2015)
- 1.3 FAR 52.204-16, COMMERCIAL AND GOVERNMENT ENTITY REPORTING (NOV 2014)
- 1.4 FAR 52.204-17, OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)
- 1.5 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 1.6 FAR 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
- 1.7 DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
- 1.8 DFARS 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)
- 1.9 DFARS 252.236-7010, OVERSEAS MILITARY CONSTRUCTION – PREFERENCE FOR UNITED STATES FIRMS (JAN 1997)

-- End Document Table of Contents--

DOCUMENT 00600

REPRESENTATIONS AND CERTIFICATIONS FOR CONTRACTING BY NEGOTIATION  
02/15

**Request for Proposal No:** RFP N62742-15-R-1303

**Name and Address of Offeror:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Business Phone:**(\_\_\_\_) \_\_\_\_\_ **Facsimile Phone:**(\_\_\_\_) \_\_\_\_\_

**CEC/DUNS Number:** \_\_\_\_\_ **TIN NUMBER:** \_\_\_\_\_

**CAGE Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**1.1 SUMMARY**

The following clauses are from the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS). Complete the paragraphs below, and return with the proposal.

**1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) /  
DFARS 252.204-7007, ALTERNATE A (JAN 2015)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36.5 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 the 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:

(i) Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

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

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

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

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

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

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

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

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

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

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

\_\_\_ (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)(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 and contracts when contract performance will be in Italy.

(viii) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts 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.

(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 website 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 Provision #	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.

1.3 FAR 52.204-16, COMMERCIAL AND GOVERNMENT ENTITY REPORTING (NOV 2014)

(a) *Definition.* As used in this provision –

“Commercial and Government Entity (CAGE) code” means –

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp).

(d) Additional guidance for establishing and maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by [52.204-17](#) or [52.212-3\(p\)](#), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

#### 1.4 FAR 52.204-17, OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)

(a) *Definitions.* As used in this provision–

“Commercial and Government Entity (CAGE) code” means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?: o Yes or o No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_

Highest-level owner legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

### 1.5 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

#### 1.6 FAR 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

(a) *Definitions.* As used in this provision—

“Person”—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

#### 1.7 DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) *Definition.* “Covered DoD official” is defined in the clause at [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

#### 1.8 DFARS 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.

#### 1.9 DFARS 252.236-7010, OVERSEAS MILITARY CONSTRUCTION – PREFERENCE FOR UNITED STATES FIRMS (JAN 1997)

(a) *Definition.* "United States firm," as used in this provision, means a firm incorporated in the United States that complies with the following:

(1) The corporate headquarters are in the United States;

(2) The firm has filed corporate and employment tax returns in the United States for a minimum of 2 years (if required), has filed State and Federal income tax returns (if required) for 2 years, and has paid any taxes due as a result of these filings; and

(3) The firm employs United States citizens in key management positions.

(b) *Evaluation.* Offers from firms that do not qualify as United States firms will be evaluated by adding 20 percent to the offer.

(c) *Status.* The offeror \_\_\_\_\_ is, \_\_\_\_\_ is not a United States firm.

-- End of Document--

DOCUMENT 00700  
NEGOTIATED  
CONTRACT CLAUSES  
02/15

1.1 FAR 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 address:

<https://acquisition.gov/far/>

- 1.2 FAR 52.202-1, DEFINITIONS (NOV 2013)
- 1.3 FAR 52.203-3, GRATUITIES (APR 1984)
- 1.4 FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 1.5 FAR 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 1.6 FAR 52.203-7, ANTI-KICKBACK PROCEDURES (MAY 2014)
- 1.7 FAR 52.203-8, CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 1.8 FAR 52.203-10, PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 1.9 FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 1.10 FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- 1.11 FAR 52.203-16, PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
- 1.12 FAR 52.203-17, CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 1.13 FAR 52.204-2, SECURITY REQUIREMENTS (AUG 1996) ALTERNATE II (APR 1984)
- 1.14 FAR 52.204-4, PRINTING OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
- 1.15 FAR 52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 1.16 FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
- 1.17 FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- 1.18 FAR 52.204-14, SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)
- 1.19 FAR 52.204-18, COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)

(a) *Definition.* As used in this clause—  
“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the

contracting officer in accordance with [Subpart 42.12](#). The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp).

(e) Additional guidance for maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

**1.20 FAR 52.204-19, INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor's representations and certification, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**1.21 FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)**

**1.22 FAR 52.209-9, UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

**1.23 FAR 52.209-10, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)**

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

The Contractor shall be required to (a) Commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed\*, (b) Prosecute the work diligently, and (c) Complete the entire work ready for use not later than 840 calendar days after notice to proceed. The time stated for completion shall include final cleanup of the premises.

\*A "Notice to Proceed" is deemed to be given by the Government to the Contractor 30 calendar days after the contract award date. No formal written notice will be issued by the Government. Within 30 calendar days following the contract award date, the Contractor is obligated to submit performance and payment bonds in a form acceptable to the Government. The Government shall notify the Contractor of the acceptability of the performance and payment bonds within 5 working days of receipt of these documents. If these documents are not submitted in their proper form acceptable to the Government within 30 calendar days of contract award, any delays resulting thereby will be at the sole expense of the Contractor. The contract completion date will not be extended due to the Government's review of the acceptability of the Contractor's bonds, except where the Government's review of said documents extends beyond 5 working days.

**1.25 FAR 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 \$9,200.00 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.

- 1.26 FAR 52.211-13, TIME EXTENSIONS (SEP 2000)
- 1.27 FAR 52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
- 1.28 FAR 52.215-2, AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
- 1.29 FAR 52.215-11, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (AUG 2011)
- 1.30 FAR 52.215-13, SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
- 1.31 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- 1.32 FAR 52.215-18, REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- 1.33 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- 1.34 FAR 52.215-21, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
- 1.35 FAR 52.215-23, LIMITATIONS ON PASS THROUGH CHARGES (OCT 2009)
- 1.36 FAR 52.217-7, OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)
- 1.37 FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
- 1.38 FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) ALTERNATE II (OCT 2001)
- 1.39 FAR 52.219-16, LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
- 1.40 FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
- 1.41 FAR 52.222-1, NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 1.42 FAR 52.222-3, CONVICT LABOR (JUN 2003)
- 1.43 FAR 52.222-4, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (MAY 2014)
- 1.44 FAR 52.222-6, CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)
- 1.45 FAR 52.222-7, WITHHOLDING OF FUNDS (MAY 2014)
- 1.46 FAR 52.222-8, PAYROLLS AND BASIC RECORDS (MAY 2014)
- 1.47 FAR 52.222-9, APPRENTICES AND TRAINEES (JUL 2005)
- 1.48 FAR 52.222-10, COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 1.49 FAR 52.222-11, SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
- 1.50 FAR 52.222-12, CONTRACT TERMINATION -- DEBARMENT (MAY 2014)
- 1.51 FAR 52.222-13, COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
- 1.52 FAR 52.222-14, DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 1.53 FAR 52.222-15, CERTIFICATION OF ELIGIBILITY (MAY 2014)
- 1.54 FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 1.55 FAR 52.222-26, EQUAL OPPORTUNITY (MAR 2007)
- 1.56 FAR 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
- 1.57 FAR 52.222-30, CONSTRUCTION WAGE RATE REQUIREMENTS --PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (MAY 2014)
- 1.58 FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
- 1.59 FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
- 1.60 FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
- 1.61 FAR 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 1.62 FAR 52.222-50, COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 1.63 FAR 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
- 1.64 FAR 52.222-55, MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker” –

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act ([29 U.S.C. chapter 8](#)), [the Service Contract Labor Standards statute](#) (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor’s annual E.O. minimum wage. The Administrator of the Department of Labor’s Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers’ compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(a\)](#).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract

Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

1.65 FAR 52.222-99, ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-00017) (JUN 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

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

1.67 FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

1.68 FAR 52.223-5, POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

1.69 FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001)

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

1.71 FAR 52.223-15, ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

- 1.72 FAR 52.223-17, AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- 1.73 FAR 52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 1.74 FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984)
- 1.75 FAR 52.224-2, PRIVACY ACT (APR 1984)
- 1.76 FAR 52.225-11, BUY AMERICAN --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)
- 1.77 FAR 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 1.78 FAR 52.227-1, AUTHORIZATION AND CONSENT (DEC 2007)
- 1.79 FAR 52.227-2, NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (DEC 2007)
- 1.80 FAR 52.227-4, PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007)
- 1.81 FAR 52.228-1, BID GUARANTEE (SEP 1996)
- 1.82 FAR 52.228-2, ADDITIONAL BOND SECURITY (OCT 1997)
- 1.83 FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)\*
- 1.84 FAR 52.228-11, PLEDGES OF ASSETS (JAN 2012)
- 1.85 FAR 52.228-12, PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
- 1.86 FAR 52.228-14, IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 1.87 FAR 52.228-15, PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)
- 1.88 FAR 52.229-3, FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 1.89 FAR 52.232-5, PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 1.90 FAR 52.232-17, INTEREST (MAY 2014)
- 1.91 FAR 52.232-23, ASSIGNMENT OF CLAIMS (MAY 2014) ALTERNATE I (APR 1984)
- 1.92 FAR 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 1.93 FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 1.94 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 1.95 FAR 52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 1.96 FAR 52.233-1, DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
- 1.97 FAR 52.233-3, PROTEST AFTER AWARD (AUG 1996)
- 1.98 FAR 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
- 1.99 FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984)
- 1.100 FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 1.101 FAR 52.236-4, PHYSICAL DATA (APR 1984)
- 1.102 FAR 52.236-5, MATERIAL AND WORKMANSHIP (APR 1984)
- 1.103 FAR 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 1.104 FAR 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991)
- 1.105 FAR 52.236-8, OTHER CONTRACTS (APR 1984)
- 1.106 FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 1.107 FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984)
- 1.108 FAR 52.236-11, USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 1.109 FAR 52.236-12, CLEANING UP (APR 1984)
- 1.110 FAR 52.236-13, ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)
- 1.111 FAR 52.236-14, AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 1.112 FAR 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 1.113 FAR 52.236-17, LAYOUT OF WORK (APR 1984)
- 1.114 FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I\*(APR 1984)
- 1.115 FAR 52.236-23, RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 1.116 FAR 52.236-24, WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
- 1.117 FAR 52.236-25, REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
- 1.118 FAR 52.236-26, PRECONSTRUCTION CONFERENCE (FEB 1995)
- 1.119 FAR 52.242-13, BANKRUPTCY (JUL 1995)

- 1.120 FAR 52.242-14, SUSPENSION OF WORK (APR 1984)
- 1.121 FAR 52.243-4, CHANGES (JUN 2007)
- 1.122 FAR 52.243-6, CHANGE ORDER ACCOUNTING (APR 1984)
- 1.123 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)
- 1.124 FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996)
- 1.125 FAR 52.246-21, WARRANTY OF CONSTRUCTION (MAR 1994)
- 1.126 FAR 52.248-3, VALUE ENGINEERING -- CONSTRUCTION (OCT 2010)
- 1.127 FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED - PRICE)  
(APR 2012) ALTERNATE I (SEP 1996)
- 1.128 FAR 52.249-10, DEFAULT (FIXED - PRICE CONSTRUCTION) (APR 1984)
- 1.129 FAR 52.251-1, GOVERNMENT SUPPLY SOURCES (APR 2012)
  
- 1.130 FAR 52.252-4, ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

FAR 52.211-10, Commencement, Prosecution, and Completion of Work (APR 1984): Supplemental clarification of "notice to proceed".

- 1.131 FAR 52.253-1, COMPUTER GENERATED FORMS (JAN 1991)
- 1.132 DFARS 252.203-7000, REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
- 1.133 DFARS 252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
- 1.134 DFARS 252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 1.135 DFARS 252.203-7003, AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)
- 1.136 DFARS 252.203-7004, DISPLAY OF FRAUD HOTLINE POSTER(S) (JAN 2015)
- 1.137 DFARS 252.204-7000, DISCLOSURE OF INFORMATION (AUG 2013)
- 1.138 DFARS 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 1.139 DFARS 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 1.140 DFARS 252.204-7012, SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)
- 1.141 DFARS 252.205-7000, PROVISIONS OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 1.142 DFARS 252.209-7004, SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2014)
- 1.143 DFARS 252.211-7003, ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)
- 1.144 DFARS 252.211-7007, REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
- 1.145 DFARS 252.215-7000, PRICING ADJUSTMENTS (DEC 2012)
- 1.146 DFARS 252.219-7003, SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2014)
- 1.147 DFARS 252.222-7000, RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000) [See DFARS 222.70 for applicability.]
- 1.148 DFARS 252.222-7006, RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
- 1.149 DFARS 252.223-7001, HAZARD WARNING LABELS (DEC 1991)
- 1.150 DFARS 252.223-7004, DRUG-FREE WORK FORCE (SEP 1988)
- 1.151 DFARS 252.223-7006, PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014)
- 1.152 DFARS 252.223-7008, PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
- 1.153 DFARS 252.225-7005, IDENTIFICATION OF EXPEDITURES IN THE UNITED STATES (JUN 2005)
- 1.154 DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
- 1.155 DFARS 252.225-7017, PHOTOVOLTAIC DEVICES (JAN 2014)
- 1.156 DFARS 252.225-7048, EXPORT-CONTROLLED ITEMS (JUN 2013)

1.157 DFARS 252.225-7993, PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-00020)(SEP 2014)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited / restricted source in the System for Award Management at [www.sam.gov](http://www.sam.gov).

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

1.158 DFARS 252.227-7022, GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

1.159 DFARS 252.227-7023, DRAWINGS AND OTHER DATA TO BECOME THE PROPERTY OF GOVERNMENT (MAR 1979)

1.160 DFARS 252.227-7033, RIGHTS IN SHOP DRAWINGS (APR 1966)

1.161 DFARS 252.231-7000, SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

1.162 DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

1.163 DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

1.164 DFARS 252.232-7010, LEVIES ON CONTRACT PAYMENTS (DEC 2006)

1.165 DFARS 252.236-7000, MODIFICATION PROPOSALS -- PRICE BREAKDOWN (DEC 1991)

1.166 DFARS 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)\*

1.167 DFARS 252.236-7013, REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (JUN 2013)

1.168 DFARS 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

1.169 DFARS 252.243-7002, REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

1.170 DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

1.171 DFARS 252.246-7003, NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

1.172 DFARS 252.246-7004, SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (JUN 2013)

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

1.174 DFARS 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

1.175 NFAS 5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

1.176 NFAS 5252.209-9300, ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity.

The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

**1.177 NFAS 5252.228-9300, INDIVIDUAL SURETY/SURETIES (JUN 1994)**

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

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

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

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

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

**1.178 NFAS 5252.228-9305, NOTICE OF BONDING REQUIREMENTS (DEC 2000)**

(a) Within 30 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

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

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

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

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 30 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

**1.179 NFAS 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.

**1.180 NFAS 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 the prevailing rates at time of use**. Information concerning the location of

existing outlets may be secured from the Contracting Officer. The contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electricity  
Potable Water

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

Contractor Energy Conservation. The Contractor shall be directly responsible for instruction 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 its' 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, it 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. The Contractor shall notify the Contracting Officer 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.

1.181 [NFAS 5252.236-9310, RECORD DRAWINGS \(OCT 2004\)](#)

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

1.182 [NFAS 5252.236-9312, DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE \(AUGUST 2006\)](#)

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

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

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

**1.183 NFAS 5252.236-9313, DESIGN-BUILD CONTRACT-INCORPORATION OF DESIGNER-OF-RECORD FINAL DESIGN (JUL 2008)**

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

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

**1.184 NFAS 5252.242-9300, GOVERNMENT REPRESENTATIVES (OCT 1996)**

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

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

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

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

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