



**PHASE -ONE
SOLICITATION
N62742-17-R-1308**

**JFY14 J-755,
URBAN COMBAT TRAINING,
ANDERSEN AIR FORCE BASE,
JOINT REGION MARIANAS,
GUAM**

CONTRACTS TABLE OF CONTENTS

PHASE I

(1) **SOLICITATION DOCUMENTS FOR N62742-17-R-1308**

PART 1 – PROPOSAL FORMS AND DOCUMENTS

- (A) SOLICITATION, OFFER AND AWARD (SF1442) (Rev. 4-85)
- (B) 00100 INSTRUCTIONS TO PROPOSERS
- (C) 00202 EVALUATION FACTORS FOR AWARD
- (D) 00600 REPRESENTATIONS AND CERTIFICATIONS
- (E) 00700 CONTRACT CLAUSES (BY REFERENCE)
- (F) 00800 LABOR REQUIREMENTS

CONTRACT FORMS AND CONDITIONS OF CONTRACT N62742-17-C-1308

- (A) SOLICITATION, OFFER AND AWARD (SF1442) (Rev. 4-85) and Amendments
- (B) 00700 CONTRACT CLAUSES (FULL TEXT)
- (C) 00800 LABOR REQUIREMENTS
- (D) PARTS 2 THROUGH 6, NAVFAC WORK ORDER NUMBER 1371102

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N62742-17-R-1308	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09-Nov-2016	PAGE OF PAGES 1 OF 2
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

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

7. ISSUED BY 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 N62742 HAND DELIVER NAVFAC PACIFIC A-E/CONSTR CONTRACTS BRANCH (CODE ACQ31) 4256 RADFORD DR, BLDG 62 HONOLULU HI 96818 TEL: _____ FAX: _____
--	-------------	---

9. FOR INFORMATION CALL:	A. NAME ERIK S. TORNGREN	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) (808) 471-3661
--------------------------	-----------------------------	---

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)*:

SOLICITATION N62742-17-R-1308 JFY14 J-755, URBAN COMBAT TRAINING, ANDERSEN AIR FORCE BASE, JOINT REGION MARIANAS, 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 \$100,000,000 AND \$250,000,000

DPAS RATING: DO-C2

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.

11. The Contractor shall begin performance within 15 calendar days and complete it within 1,165 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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 30
--	--------------------------

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 09 Dec 2016 (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 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

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

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

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

See Item 14

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

Your offer on this solicitation, is hereby accepted as to the items listed. This award 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

8/16

- 1.1 GENERAL REQUIREMENTS
- 1.2 NUMBER OF COPIES/TIME OF RECEIPT
- 1.3 INSTRUCTION FOR OBTAINING THE SOLICITATION
- 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 52.225-12, NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE I (MAY 2014)
- 1.14 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)
- 1.15 FAR 52.236-28, PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)
- 1.16 NFAS 5252.228-9302, BID GUARANTEE (OCT 2004)
- 1.17 TERRITORY OF GUAM NOTICE CONCERNING TAXES, LICENSES, WITHHOLDINGS
- 1.18 GOVERNMENT OF JAPAN OBSERVERS

ATTACHMENTS

- (A) DCMA Form 1620 – Guarantee Agreement for Corporate Guarantor

--End Document Table of Contents--

DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS

8/16

1.1 GENERAL REQUIREMENTS

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

b. **PROJECT DESCRIPTION:** Project FY14 J-755, Urban Combat Training, Andersen Air Force Base, Joint Region Marianas, Guam is for the design and construction of multiple training facilities at Andersen South, AAFB and supporting offsite telecommunications to Finegayan NCTS and AAFB to support the Marines training requirements. The project scope would include site preparation, roadways, parking, drainage, fencing, gates, water, and wastewater utilities, facilities, and site improvements. A perimeter fence encompassing the entire boundary of Andersen South may be included in this project. The project includes three (3) training areas:

The first training area will include a Combat Vehicle Operators Course (CVOC). Improvements include site clearing, grubbing and grading and the construction of a serpentine road system and multiple obstacles forming the DCC. Electrical and communications utilities infrastructure will be constructed adjacent to a new staging area and bleacher stand. No water, sewer, or buildings are planned in this training area.

The second training area will include a hand grenade range, live fire shoot house, and breacher facility. The hand grenade range is to include a familiarization course, throwing lanes, grenade shoot house, and ancillary observation and supporting structures. A Shoot House After Action Review (AAR) building is to support training review in the Shoot House. Electrical and communications utilities will be provided to support these facilities. Water and sewer are not planned for these facilities.

The third training area will include a range warehouse, area distribution node, and communication tower. An existing residential neighborhood will be utilized as a Military Operations in Urban Terrain (MOUT) training facility. A MOUT After Action Review (AAR) building will also be included, which will require electrical, communications, water, and sewer utilities. The work will include selective repairs to existing buildings and construction of multiple building typologies (e.g., embassy, hotel, school, etc.). These buildings will not provide any of the services of the buildings they simulate and function solely to support training exercises.

A detailed project description will be included in the Phase II solicitation.

1.2 NUMBER OF COPIES/TIME OF RECEIPT

a. **PHASE I PROPOSAL (PAPER):** An original paper and three (3) paper copies of the Phase I Proposal shall be submitted no later than **9 December 2016, 2:00 PM, Hawaii Standard Time (HST)**, in a sealed envelope/package/box and marked in the bottom right corner "PHASE I PROPOSAL SUBMITTED UNDER SOLICITATION N62742-17-R-1308 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The Phase I Proposal shall be submitted in a three-ring binder with table of contents and tabbed. The Phase I Proposal shall include the following:

- (1) Manually 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) Information required by paragraph 1.7, Joint Ventures (JV), Limited Liability Companies (LLC), Limited Partnerships (LP), etc.
- (5) All information required by Factor 1 – Technical Approach
- (6) All information required by Factor 2 – Experience
- (7) All information required by Factor 3 – Past Performance

b. PHASE I PROPOSAL (ELECTRONIC): One electronic copy of the Phase I Proposal shall be submitted in .pdf format on a CD-ROM with the original paper Phase I 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
Construction Contracts Branch (ACQ31)
4256 Radford Drive, Building 62
Honolulu, HI 96818-3296

1.3 INSTRUCTION FOR OBTAINING THE SOLICITATION

The solicitation will be available through the NECO website <https://www.neco.navy.mil>. Printed copies of the solicitation 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 Mr. Erik Torngren at erik.torngren@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 website <https://www.neco.navy.mil>. It is highly recommended that firms register on the NECO website as a planholder as this will be the only planholder's list available. 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 non-price 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 (“LLCs”), limited partnerships (“LTDs”) and newly-created corporate subsidiaries) that is the entity liable for the contract ordinarily have no 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.

The information submitted for the pre-award survey will not be considered in the non-price evaluation unless separately submitted pursuant to the non-price evaluation factor submission requirements.

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

The Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the Offer (see FAR 9.603). Joint Ventures, Limited Liability Companies, Limited Partnerships and Mentor-Protégé arrangements shall submit the following additional documentation regarding their business entities:

a. A copy of the JV Agreement(s), LLC Operating Agreement(s), LP Agreement(s), and/or Mentor-Protégé Agreement(s).

b. A detailed statement outlining the following in terms of percentages where appropriate:

1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
2. The management approach in terms of who will conduct, direct, supervise, control, and the controlling partner’s authority to obligate the entity.
3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
4. Identify (by name and title) the personnel having the authority to legally bind the Offeror (including authority to execute the contract documents and bonds).
5. Procedures in the event the entity is dissolved.

c. A list of subcontractors/partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contract, Email address, phone number and facsimile number.

The information submitted herein regarding Offeror’s team arrangement will not be considered in the non-price evaluation unless separately provided pursuant to the non-price evaluation factor submission requirements.

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; X 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:

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

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

(c) The Contractor's compliance with Executive Order 11246 as amended, and the regulations in 41 CFR 60.4 shall be based on 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 52.225-12, NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE I

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

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

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

1.14 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.

1.15 FAR 52.236-28, PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

1.16 NFAS 5252.228-9302, BID GUARANTEE (OCT 2004)

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

1.17 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.

1.18 GOVERNMENT OF JAPAN OBSERVERS

Offerors are advised that officials of the Government of Japan (GOJ) will be observing the source selection process, the evaluation of proposals, and the review of other documentation. Accordingly, submission of a proposal in response to this synopsis and referenced solicitation will be considered evidence of your consent and permission for the Contracting Officer to reveal your proposal and related submissions to participating GOJ officials (who will, in turn, sign Non-Disclosure Statements that will be retained in the contract files).

--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:

- 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
TABLE OF CONTENTS

PART I. GENERAL

- 1.1 INTENT TO SELECT/AWARD WITHOUT DISCUSSIONS
- 1.2 COMPETITIVE RANGE
- 1.3 ENFORCEABILITY OF PROPOSAL

PART II EVALUATION FACTORS / RATING SCHEME

- 2.1 EVALUATION CRITERIA AND BASIS OF AWARD
- 2.2 NON-PRICE EVALUATION FACTORS
- 2.3 RATINGS/DESCRIPTIONS
- 2.4 PHASE-TWO PRICE EVALUATION FACTOR

ATTACHMENTS:

- Attachment (A) – Construction & Design Experience Project Data Sheet
- Attachment (B) – NAVFAC/USACE Past Performance Questionnaire
- Attachment (C) – Small Business Past Performance
- Attachment (D) – Proposed Subcontracting Participation Breakdown
- Attachment (E) – Small Business Subcontracting Plan

DOCUMENT 00202
EVALUATION FACTORS FOR AWARD

PART I. GENERAL

1.1 INTENT TO SELECT/AWARD WITHOUT DISCUSSIONS

In Phase I, the Government intends to select the most highly qualified offerors to submit proposals for Phase II without conducting discussions with any Offeror, except for clarifications as described in FAR 15.306(a); therefore, your initial Phase I proposal shall conform to the solicitation requirements and should contain your best offer.

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

The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

1.2 COMPETITIVE RANGE

The Government may limit the number of proposals in the competitive range to the most highly rated proposals with a chance for contract award. If discussions are deemed necessary in Phase I and/or Phase II to maximize the Government's ability to obtain the best value, discussions will be held with those offerors within the competitive range.

1.3 ENFORCEABILITY OF PROPOSAL

The Government shall consider the "offeror" to be the legal entity identified in Block 14 of the SF1442 of the Phase I proposal. The legal entity that submitted the Phase I offer shall not be changed, assigned, or otherwise substituted prior to award under any circumstances. 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 (SF1442), the offeror agrees that all items proposed (e.g., technical approach, subcontractors with teaming agreements etc.) shall 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 and consistent with applicable procurement laws and regulations.

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 I proposals will be evaluated in accordance with the Phase I evaluation factors and the most highly qualified Phase I offerors (not-to-exceed five) will be requested to submit Phase II proposals. If an Offeror is rated Unacceptable for Factor 1, they will not be invited to participate in Phase Two. At the conclusion of Phase II, the Government will select the best value offeror using the tradeoff source selection process pursuant to FAR 15.101-1. 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 II, the Government will consider Factors 2 through 6 and price in making the best value award decision. The relative order of importance of the non-price evaluation factors is that the 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 considered approximately equal to price.

2.2 NON-PRICE EVALUATION FACTORS

This acquisition requires the evaluation of price and the following Non-Price evaluation factors. This is a two-phase acquisition with price being submitted in Phase II. The following are the Non-Price evaluation factors for this acquisition. Factor 3 – Past Performance is the performance confidence assessment rating. The best value tradeoff approach to source selection will be used for this acquisition in Phase II when price is a factor.

Phase I:

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

Phase II:

- Factor 4 – Safety
- Factor 5 – Small Business Utilization
 - Subfactor 5A – Past Performance in Utilization of Small Business Concerns
 - Subfactor 5B – Small Business Participation
- Factor 6 – Workforce Housing and Logistics and Material Management Plan

PHASE I

Factor 1 – Technical Approach:

(a) Solicitation Submittal Requirements:

The composition and management of the firms proposed as the Design-Build (D-B) 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 – Experience, that entity must be named in the above narrative and organizational chart.

The technical approach narrative shall be limited to five (5) pages (single-sided, 8.5” x 11”, 1” margin left/right/top/bottom). Any page beyond the 5th page will not be evaluated. Page limitations shall exclude the organizational chart and the information requested in item #2 below. The minimum font size for Factor 1, Technical Approach is 11-point.

(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), limited liability company, or letter of commitment for each member of the offeror’s team identified above (e.g., joint venture member, partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.).

(b) Basis of Evaluation:

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

Factor 2 – Experience:

(a) Solicitation Submittal Requirements:

The offeror shall submit the following information:

(1) Construction Experience:

Submit a minimum of two (2) and a maximum of five (5) relevant construction projects that best demonstrates the offeror’s experience that are similar in size, scope, and complexity to the solicitation. For purposes of this evaluation, a relevant project is further defined as:

RELEVANT CONSTRUCTION PROJECT: *A relevant construction project is defined as new construction of multiple building structures (three or more separate building structures) of multi-level concrete construction completed or substantially completed within the past ten (10) years, approximately \$30,000,000 in dollar value.*

NOTES FOR CONSTRUCTION EXPERIENCE:

1. Projects submitted shall be completed or substantially completed within the last ten (10) years of the date of issuance of this solicitation. Substantially complete means at least 90% physically complete.

2. The distinction between experience and past performance is experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.
3. A “project” is defined as either a stand-alone contract or a single task order under an Indefinite Delivery Indefinite Quantity (IDIQ) contract.
4. A subcontractor’s construction experience will not be given the same level of consideration as either the prime contractor or the joint venture partner because there is no direct legal relationship between the Government and the subcontractor. The Government will consider the construction experience of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the prime contractor and the subcontractor to enter into a subcontract. However, the level of consideration will depend on the extent to which the proposal demonstrates the prime contractor’s commitment to award a subcontract to the subcontractor and subcontractor’s commitment to enter into a subcontract with the prime contractor, including legal accountability for both parties.
5. Prime contractor-subcontractor teams/Joint Ventures/LLCs/LTDs with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.
6. 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 and approved, 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). **The minimum font size for Factor 2 – Experience is 10-point.**
7. 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 solicitation (i.e.: unique features, area, construction methods).
8. 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.
9. If an offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the experience information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, management, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies will commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in the performance of the contract at the worksite on Guam.

(2) Design Experience

Submit a minimum of two (2) and a maximum of five (5) relevant design projects for the design team that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the types of projects described in the solicitation. For purposes of this evaluation, a relevant project is further defined as:

RELEVANT DESIGN PROJECT: *A relevant design project is defined as design of new urban combat military training facilities, completed or substantially completed within the past ten (10) years, approximately \$20,000,000 in construction dollar value.*

NOTES FOR DESIGN EXPERIENCE:

1. Projects submitted shall be completed or substantially completed within the last ten (10) years of the date of issuance of this solicitation. Substantially complete means at least 90% physically complete.
2. A “project” is defined as either a stand-alone contract or a single task order under an Indefinite Delivery Indefinite Quantity (IDIQ) contract.
3. The term “design” means the design firm was the designer-of-record (DOR) professionally responsible for the architectural and/or engineering design aspects of the construction project. Preparation of concept designs or partial designs used for a design-build Request for Proposal documents or a performance-based design for an RFP will not be considered.
4. 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 and approved, 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).
5. A subcontractor’s or subconsultant’s design experience will not be given the same level of consideration as either the prime contractor or the joint venture partner because there is no direct legal relationship between the Government and the subcontractor. The Government will consider the design experience of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the prime contractor and the subcontractor to enter into a subcontract. However, the level of consideration will depend on the extent to which the proposal demonstrates the prime contractor’s commitment to award a subcontract to the subcontractor and subcontractor’s commitment to enter into a subcontract with the prime contractor, including legal accountability for both parties.
6. 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.
7. 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 solicitation (i.e.: unique features, area, construction methods).
8. 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 in order for the past performance information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific technical resources (e.g. personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies shall commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in the performance of the contract at the worksite on Guam.

(b) Basis of Evaluation:

The basis of evaluation will include the offeror’s demonstrated experience and depth of experience in performing relevant construction and relevant 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 solicitation. The Government will only review a maximum of five (5) projects for construction experience and a maximum of five (5) projects for design experience. Any projects

submitted in excess of the five (5) for Construction Experience and five (5) for Design Experience will not be considered. If more than five (5) projects are submitted for either Construction Experience or Design Experience, the Government will evaluate the first five (5) projects in the order presented in the proposal.

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.

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, submit Past Performance Questionnaires (Attachment (B)) for each project included in Factor 2 – Experience for both Construction Experience and Design Experience. Evidence of customer satisfaction shall be from the contracting agent and/or their representative responsible for the construction or design contract administration. It shall not be from the designer on a design-build project nor shall it be from a prime contractor to a subcontractor. The offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors may submit relevant 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 awards 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 relevant 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 (FAPIS), 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 offeror'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 solicitation.

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

PHASE II

(This section applies only to offerors selected to submit Phase II 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 subcontractor-performed work and the offeror's method for qualifying, evaluating, selecting all tiers of subcontractors. The narrative shall include:

(1) 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.

(2) Methodology used in those projects identified in the past performance evaluation factor to qualify, evaluate, select, and oversee subcontractors based on their safety performance, such as OSHA Total Recordable Case (TRC) rates, and OSHA Days Away, Restricted Duty or Transferred (DART) rates.

(3) 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 subcontractors whose TRC is greater than 4.0 and whose DART rate is greater than 2.0.

The narrative shall be limited to two double-sided (or four single-sided) 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 double-sided (or eight single-sided) 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 subcontractors whose EMR 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 Low	Less than 0.50
Low	From 0.50 to less than 1.24
Moderate	From 1.25 to 2.74
High	From 2.75 to 4.0
Very High	Greater than 4.0

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

<u>Risk</u>	<u>DART Rate</u>
Very Low	Less Than 0.25
Low	From 0.25 to 0.49
Moderate	From 0.50 to 0.99
High	From 1.0 to 2.0
Very High	Greater than 2.0

Factor 5 – Small Business Utilization:

Factor 5 consists of two subfactors – 5A, Past Performance in Utilizing Small Business Concerns, and 5B, Small Business Participation. In the evaluation of Subfactors 5A and 5B, Subfactor 5B is considered more important than Subfactor 5A.

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

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

Subfactor 5A – 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 (subparagraphs (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, Performance Confidence Assessment (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 (5) evaluation ratings are provided, only the first five (5) 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, Performance Confidence Assessment (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 five (5) reports are provided, only the first 5 reports will be considered.

(3) Small Business offerors 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 a. through d., for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation for Subfactor 5A:

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

Subfactor 5B – 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 Small Business, submit a subcontracting participation breakdown in the format provided in Attachment (D) for this factor. If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Attachment (E) for this factor, to include all information required in the attachment. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. For proposals submitted on design-build solicitations, the proposer must identify its designer/design team in its Subcontracting Plan or Small Business Participation Breakdown.

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

(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 offerors:

(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:

	FY2017	FY2018	FY2019	FY2020	FY2021
SB	50%	50%	50%	50%	50%
SDB	15%	15%	15%	15%	15%
WOSB	15%	15%	15%	15%	15%
HUBZone	6%	6%	6%	6%	6%
SDVOSB	5%	5%	5%	5%	5%

(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 6 – 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 categorize them 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 solicitation 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. Maps/plans/drawings/graphics/sketches shall not exceed 11" x 17". Do NOT submit narratives and supporting documents to support meeting the WHL&MM requirements.

(a) Basis of Evaluation:

The Government will evaluate the offeror's proposed Workforce Housing Logistics and Material Management Plan for meeting/exceeding the solicitation 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 RATINGS/DESCRIPTIONS

Definitions: The following definitions are provided to assist evaluators in the evaluation of each technical factor:

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 weighting of the factors and subfactors.

2.4 PHASE-TWO PRICE EVALUATION FACTOR

a. One or more of the following techniques will be used to evaluate the total evaluated price of CLINs 0001 and 0002 to ensure that it is a 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.

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

DOCUMENT 00202
EVALUATION FACTORS FOR AWARD

PART I. GENERAL

1.1 INTENT TO SELECT/AWARD WITHOUT DISCUSSIONS

In Phase I, the Government intends to select the most highly qualified offerors to submit proposals for Phase II without conducting discussions with any Offeror, except for clarifications as described in FAR 15.306(a); therefore, your initial Phase I proposal shall conform to the solicitation requirements and should contain your best offer.

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

The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

1.2 COMPETITIVE RANGE

The Government may limit the number of proposals in the competitive range to the most highly rated proposals with a chance for contract award. If discussions are deemed necessary in Phase I and/or Phase II to maximize the Government's ability to obtain the best value, discussions will be held with those offerors within the competitive range.

1.3 ENFORCEABILITY OF PROPOSAL

The Government shall consider the "offeror" to be the legal entity identified in Block 14 of the SF1442 of the Phase I proposal. The legal entity that submitted the Phase I offer shall not be changed, assigned, or otherwise substituted prior to award under any circumstances. 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 (SF1442), the offeror agrees that all items proposed (e.g., technical approach, subcontractors with teaming agreements etc.) shall 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 and consistent with applicable procurement laws and regulations.

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 I proposals will be evaluated in accordance with the Phase I evaluation factors and the most highly qualified Phase I offerors (not-to-exceed five) will be requested to submit Phase II proposals. If an Offeror is rated Unacceptable for Factor 1, they will not be invited to participate in Phase Two. At the conclusion of Phase II, the Government will select the best value offeror using the tradeoff source selection process pursuant to FAR 15.101-1. 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 II, the Government will consider Factors 2 through 6 and price in making the best value award decision. The relative order of importance of the non-price evaluation factors is that the 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 considered approximately equal to price.

2.2 NON-PRICE EVALUATION FACTORS

This acquisition requires the evaluation of price and the following Non-Price evaluation factors. This is a two-phase acquisition with price being submitted in Phase II. The following are the Non-Price evaluation factors for this acquisition. Factor 3 – Past Performance is the performance confidence assessment rating. The best value tradeoff approach to source selection will be used for this acquisition in Phase II when price is a factor.

Phase I:

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

Phase II:

- Factor 4 – Safety
- Factor 5 – Small Business Utilization
 - Subfactor 5A – Past Performance in Utilization of Small Business Concerns
 - Subfactor 5B – Small Business Participation
- Factor 6 – Workforce Housing and Logistics and Material Management Plan

PHASE I

Factor 1 – Technical Approach:

(a) Solicitation Submittal Requirements:

The composition and management of the firms proposed as the Design-Build (D-B) 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 – Experience, that entity must be named in the above narrative and organizational chart.

The technical approach narrative shall be limited to five (5) pages (single-sided, 8.5” x 11”, 1” margin left/right/top/bottom). Any page beyond the 5th page will not be evaluated. Page limitations shall exclude the organizational chart and the information requested in item #2 below. The minimum font size for Factor 1, Technical Approach is 11-point.

(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), limited liability company, or letter of commitment for each member of the offeror’s team identified above (e.g., joint venture member, partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.).

(b) Basis of Evaluation:

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

Factor 2 – Experience:

(a) Solicitation Submittal Requirements:

The offeror shall submit the following information:

(1) Construction Experience:

Submit a minimum of two (2) and a maximum of five (5) relevant construction projects that best demonstrates the offeror’s experience that are similar in size, scope, and complexity to the solicitation. For purposes of this evaluation, a relevant project is further defined as:

RELEVANT CONSTRUCTION PROJECT: *A relevant construction project is defined as new construction of multiple building structures (three or more separate building structures) of multi-level concrete construction completed or substantially completed within the past ten (10) years, approximately \$30,000,000 in dollar value.*

NOTES FOR CONSTRUCTION EXPERIENCE:

1. Projects submitted shall be completed or substantially completed within the last ten (10) years of the date of issuance of this solicitation. Substantially complete means at least 90% physically complete.

2. The distinction between experience and past performance is experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.
3. A “project” is defined as either a stand-alone contract or a single task order under an Indefinite Delivery Indefinite Quantity (IDIQ) contract.
4. A subcontractor’s construction experience will not be given the same level of consideration as either the prime contractor or the joint venture partner because there is no direct legal relationship between the Government and the subcontractor. The Government will consider the construction experience of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the prime contractor and the subcontractor to enter into a subcontract. However, the level of consideration will depend on the extent to which the proposal demonstrates the prime contractor’s commitment to award a subcontract to the subcontractor and subcontractor’s commitment to enter into a subcontract with the prime contractor, including legal accountability for both parties.
5. Prime contractor-subcontractor teams/Joint Ventures/LLCs/LTDs with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.
6. 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 and approved, 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). **The minimum font size for Factor 2 – Experience is 10-point.**
7. 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 solicitation (i.e.: unique features, area, construction methods).
8. 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.
9. If an offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the experience information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, management, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies will commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in the performance of the contract at the worksite on Guam.

(2) Design Experience

Submit a minimum of two (2) and a maximum of five (5) relevant design projects for the design team that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the types of projects described in the solicitation. For purposes of this evaluation, a relevant project is further defined as:

RELEVANT DESIGN PROJECT: *A relevant design project is defined as design of new urban combat military training facilities, completed or substantially completed within the past ten (10) years, approximately \$20,000,000 in construction dollar value.*

NOTES FOR DESIGN EXPERIENCE:

1. Projects submitted shall be completed or substantially completed within the last ten (10) years of the date of issuance of this solicitation. Substantially complete means at least 90% physically complete.
2. A “project” is defined as either a stand-alone contract or a single task order under an Indefinite Delivery Indefinite Quantity (IDIQ) contract.
3. The term “design” means the design firm was the designer-of-record (DOR) professionally responsible for the architectural and/or engineering design aspects of the construction project. Preparation of concept designs or partial designs used for a design-build Request for Proposal documents or a performance-based design for an RFP will not be considered.
4. 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 and approved, 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).
5. A subcontractor’s or subconsultant’s design experience will not be given the same level of consideration as either the prime contractor or the joint venture partner because there is no direct legal relationship between the Government and the subcontractor. The Government will consider the design experience of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the prime contractor and the subcontractor to enter into a subcontract. However, the level of consideration will depend on the extent to which the proposal demonstrates the prime contractor’s commitment to award a subcontract to the subcontractor and subcontractor’s commitment to enter into a subcontract with the prime contractor, including legal accountability for both parties.
6. 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.
7. 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 solicitation (i.e.: unique features, area, construction methods).
8. 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 in order for the past performance information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific technical resources (e.g. personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies shall commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in the performance of the contract at the worksite on Guam.

(b) Basis of Evaluation:

The basis of evaluation will include the offeror’s demonstrated experience and depth of experience in performing relevant construction and relevant 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 solicitation. The Government will only review a maximum of five (5) projects for construction experience and a maximum of five (5) projects for design experience. Any projects

submitted in excess of the five (5) for Construction Experience and five (5) for Design Experience will not be considered. If more than five (5) projects are submitted for either Construction Experience or Design Experience, the Government will evaluate the first five (5) projects in the order presented in the proposal.

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.

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, submit Past Performance Questionnaires (Attachment (B)) for each project included in Factor 2 – Experience for both Construction Experience and Design Experience. Evidence of customer satisfaction shall be from the contracting agent and/or their representative responsible for the construction or design contract administration. It shall not be from the designer on a design-build project nor shall it be from a prime contractor to a subcontractor. The offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors may submit relevant 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 awards 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 relevant 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 (PIRS) 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 offeror'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 solicitation.

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

PHASE II

(This section applies only to offerors selected to submit Phase II 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 subcontractor-performed work and the offeror's method for qualifying, evaluating, selecting all tiers of subcontractors. The narrative shall include:

(1) 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.

(2) Methodology used in those projects identified in the past performance evaluation factor to qualify, evaluate, select, and oversee subcontractors based on their safety performance, such as OSHA Total Recordable Case (TRC) rates, and OSHA Days Away, Restricted Duty or Transferred (DART) rates.

(3) 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 subcontractors whose TRC is greater than 4.0 and whose DART rate is greater than 2.0.

The narrative shall be limited to two double-sided (or four single-sided) 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 double-sided (or eight single-sided) 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 subcontractors whose EMR 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 Low	Less than 0.50
Low	From 0.50 to less than 1.24
Moderate	From 1.25 to 2.74
High	From 2.75 to 4.0
Very High	Greater than 4.0

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

<u>Risk</u>	<u>DART Rate</u>
Very Low	Less Than 0.25
Low	From 0.25 to 0.49
Moderate	From 0.50 to 0.99
High	From 1.0 to 2.0
Very High	Greater than 2.0

Factor 5 – Small Business Utilization:

Factor 5 consists of two subfactors – 5A, Past Performance in Utilizing Small Business Concerns, and 5B, Small Business Participation. In the evaluation of Subfactors 5A and 5B, Subfactor 5B is considered more important than Subfactor 5A.

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

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

Subfactor 5A – 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 (subparagraphs (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, Performance Confidence Assessment (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 (5) evaluation ratings are provided, only the first five (5) 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, Performance Confidence Assessment (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 five (5) reports are provided, only the first 5 reports will be considered.

(3) Small Business offerors 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 a. through d., for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation for Subfactor 5A:

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

Subfactor 5B – 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 Small Business, submit a subcontracting participation breakdown in the format provided in Attachment (D) for this factor. If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Attachment (E) for this factor, to include all information required in the attachment. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. For proposals submitted on design-build solicitations, the proposer must identify its designer/design team in its Subcontracting Plan or Small Business Participation Breakdown.

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

(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 offerors:

(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:

	FY2017	FY2018	FY2019	FY2020	FY2021
SB	50%	50%	50%	50%	50%
SDB	15%	15%	15%	15%	15%
WOSB	15%	15%	15%	15%	15%
HUBZone	6%	6%	6%	6%	6%
SDVOSB	5%	5%	5%	5%	5%

(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 6 – 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 categorize them 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 solicitation 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. Maps/plans/drawings/graphics/sketches shall not exceed 11" x 17". Do NOT submit narratives and supporting documents to support meeting the WHL&MM requirements.

(a) Basis of Evaluation:

The Government will evaluate the offeror's proposed Workforce Housing Logistics and Material Management Plan for meeting/exceeding the solicitation 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 RATINGS/DESCRIPTIONS

Definitions: The following definitions are provided to assist evaluators in the evaluation of each technical factor:

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 weighting of the factors and subfactors.

2.4 PHASE-TWO PRICE EVALUATION FACTOR

a. One or more of the following techniques will be used to evaluate the total evaluated price of CLINs 0001 and 0002 to ensure that it is a 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.

b. The price proposals will be listed 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*

RATING	DEFINITION	NOTE
(E) Exceptional	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.
(VG) Very Good	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.
(S) Satisfactory	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.
(M) Marginal	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.
(U) Unsatisfactory	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.
(N) Not Applicable	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.

1. QUALITY:	
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
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
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
3. CUSTOMER SATISFACTION:	
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
4. MANAGEMENT/ PERSONNEL/LABOR	
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
5. COST/FINANCIAL MANAGEMENT	
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		
6. SAFETY/SECURITY						
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
7. GENERAL						
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)
Completion Date: Total Contract Value: \$			
Total Subcontracted Value: \$	Whole Dollars	Percent	Percent
(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:			
	ACTUAL		GOAL (if applicable)
Completion Date: _____ Contract Dollar Value: \$ _____			
Total Subcontracted Value: \$ _____	Whole Dollars	Percent	Percent
(b) 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: _____			

(3) Contract Number/Title:			
	ACTUAL		GOAL (if applicable)
Completion Date: _____ Contract Dollar Value: \$ _____			
Total Subcontracted Value: \$ _____	Whole Dollars	Percent	Percent
(c) 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: _____			

Note: Form may be expanded.

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

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

SOLICITATION N62742-17-R-1308

DESIGN-BUILD JFY014 GOVERNMENT OF JAPAN FUNDED J-755, URBAN COMBAT TRAINING, ANDERSON
AFB, JOINT REGION MARIANAS, GUAM

(Date Prepared)

SUBCONTRACTING BREAKDOWN –

- 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) WOMEN-OWNED SMALL BUSINESSES: (WOSB)

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

(3) HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) BUSINESS:

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

(4) VETERAN OWNED SMALL BUSINESS: (VOSB)

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

(5) SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS: (SDVOSB)

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

(6) HISTORICALLY BLACK COLLEGES AND UNIVERSITIES & MINORITY INSTITUTIONS: (HBCU/MI)

NAME OF C, U, OR MI TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

(7) ABILITYONE PROGRAM (FORMERLY JWOD) - NISH

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

NOTES:

1. The sum of lines 4.a and 4.b must equal line 1.

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.

SMALL BUSINESS SUBCONTRACTING PLAN

*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)

(N62742-17-R-1308)

DESIGN-BUILD JFY014 GOVERNMENT OF JAPAN FUNDED J-755, URBAN COMBAT TRAINING,
ANDERSON AFB, JOINT REGION MARIANAS, GUAM

(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

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^{**}; 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 **50%**.

Notes:

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

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

Rev. Sept 2013

(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 **6%**. (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%**. (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 **15%**. (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 **5%**. (Included in 2.b and 2.f, above, as a subset.)

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

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 1.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 1.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 1.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:

Or list firm commitments below:

Name of Firm Products or Services

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

(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))

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

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))

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.
- 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:

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.

- 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.

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

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;
 - 1st reporting period – Oct 1 through March 31 Submit NLT 30 April
 - 2nd reporting period – Oct 1 through September 30 Submit NLT 30 October
 - 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
- 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.

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

DOCUMENT 00600

REPRESENTATIONS AND CERTIFICATIONS FOR CONTRACTING BY NEGOTIATION

8/16

- 1.1 SUMMARY
- 1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)/DFARS 252.204-7007, ALTERNATE A (JAN 2015)
- 1.3 FAR 52.204-16, COMMERCIAL AND GOVERNMENT ENTITY REPORTING (JUL 2016)
- 1.4 FAR 52.204-17, OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)
- 1.5 FAR 52.204-20, PREDECESSOR OFFEROR (JUL 2016)
- 1.6 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 1.7 FAR 52.209-11, REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
- 1.8 FAR 52.209-12, CERTIFICATION REGARDING TAX MATTERS (FEB 2016)
- 1.9 FAR 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
- 1.10 FAR 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)
- 1.11 DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
- 1.12 DFARS 252.203-7998, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS – REPRESENTATION (DEVIATION 2015-00010)(FEB 2015)
- 1.13 DFARS 252.209-7992, REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW— FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2015-000005) (DEC 2014)
- 1.14 DFARS 252.225-7042, AUTHORIZATION TO PERFORM (APR 2003)
- 1.15 DFARS 252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

-- End Document Table of Contents--

DOCUMENT 00600

REPRESENTATIONS AND CERTIFICATIONS FOR CONTRACTING BY NEGOTIATION
8/16

Request for Proposal No: SOLICITATION N62742-17-R-1308

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 (APR 2016) /
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) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

- (i) [52.204-17](#), Ownership or Control of Offeror.
- (ii) [52.204-20](#), Predecessor of Offeror.
- (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) [52.227-6](#), Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (viii) [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 (JUL 2016)

(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) Commercial 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 and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (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. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial 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 <https://cage.dla.mil>.

(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 at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(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 (JUL 2016)

(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) Commercial 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 and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (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 has or 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?: Yes or 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 52.204-20, PREDECESSOR OFFEROR (JUL 2016)

(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) Commercial 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 and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

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

1.6 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 (FAPIIS) 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).

1.7 FAR 52.209-11, REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment 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 an 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; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

1.8 FAR 52.209-12, CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has filed all Federal tax returns required during the three years preceding the certification;

(2) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

1.9 FAR 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

__ Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

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

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

1.10 FAR 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)

(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.

(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 \$3,500 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/t11sbn.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.

1.11 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.

1.12 DFARS 252.203-7998, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

1.13 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.

[1.14 DFARS 252.225-7042, AUTHORIZATION TO PERFORM \(APR 2003\)](#)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

[1.15 DFARS 252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA \(AUG 1992\)](#)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

-- End of Document--

DOCUMENT 00700
NEGOTIATED
CONTRACT CLAUSES
TABLE OF CONTENTS
8/16

- 1.1 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
- 1.2 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
- 1.3 FAR 52.202-1, DEFINITIONS (NOV 2013)
- 1.4 FAR 52.203-3, GRATUITIES (APR 1984)
- 1.5 FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 1.6 FAR 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 1.7 FAR 52.203-7, ANTI-KICKBACK PROCEDURES (MAY 2014)
- 1.8 FAR 52.203-8, CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 1.9 FAR 52.203-10, PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 1.10 FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 1.11 FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
- 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 (OCT 2015)
- 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 (JUL 2016)
- 1.20 FAR 52.204-19, INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 1.21 FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 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 (NOV 2015)
- 1.24 FAR 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
- 1.25 FAR 52.211-12, LIQUIDATED DAMAGES—CONSTRUCTION (SEP 2000)
- 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 52.215-20, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)
- 1.35 FAR 52.215-21, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
- 1.36 FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

- 1.37 FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2016-O009)(AUG 2016)
ALTERNATE II (DEVIATION 2016-O0009) (AUG 2016)
- 1.38 FAR 52.219-16, LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
- 1.39 FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
- 1.40 FAR 52.222-1, NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 1.41 FAR 52.222-3, CONVICT LABOR (JUN 2003)
- 1.42 FAR 52.222-4, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME
COMPENSATION (MAY 2014)
- 1.43 FAR 52.222-6, CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)
- 1.44 FAR 52.222-7, WITHHOLDING OF FUNDS (MAY 2014)
- 1.45 FAR 52.222-8, PAYROLLS AND BASIC RECORDS (MAY 2014)
- 1.46 FAR 52.222-9, APPRENTICES AND TRAINEES (JUL 2005)
- 1.47 FAR 52.222-10, COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 1.48 FAR 52.222-11, SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
- 1.49 FAR 52.222-12, CONTRACT TERMINATION -- DEBARMENT (MAY 2014)
- 1.50 FAR 52.222-13, COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND
RELATED REGULATIONS (MAY 2014)
- 1.51 FAR 52.222-14, DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 1.52 FAR 52.222-15, CERTIFICATION OF ELIGIBILITY (MAY 2014)
- 1.53 FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 1.54 FAR 52.222-26, EQUAL OPPORTUNITY (APR 2015)
- 1.55 FAR 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
(APR 2015)
- 1.56 FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- 1.57 FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
- 1.58 FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- 1.59 FAR 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR
RELATIONS ACT (DEC 2010)
- 1.60 FAR 52.222-50, COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 1.61 FAR 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- 1.62 FAR 52.223-2, AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND
CONSTRUCTION CONTRACTS (SEP 2013)
- 1.63 FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN
1997)
- 1.64 FAR 52.223-5, POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 1.65 FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001)
- 1.66 FAR 52.223-15, ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
- 1.67 FAR 52.223-17, AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND
CONSTRUCTION CONTRACTS (MAY 2008)
- 1.68 FAR 52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE
DRIVING (AUG 2011)
- 1.69 FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984)
- 1.70 FAR 52.224-2, PRIVACY ACT (APR 1984)
- 1.71 FAR 52.225-11, BUY AMERICAN -- CONSTRUCTION MATERIALS UNDER TRADE
AGREEMENTS (FEB 2016)* ALTERNATE I (MAY 2014)
- 1.72 FAR 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 1.73 FAR 52.227-1, AUTHORIZATION AND CONSENT (DEC 2007) ALTERNATES I AND II (APR 1984)
- 1.74 FAR 52.227-2, NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT
INFRINGEMENT (DEC 2007)
- 1.75 FAR 52.227-4, PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007) ALTERNATE I
(DEC 2007)
- 1.76 FAR 52.228-1, BID GUARANTEE (SEP 1996)
- 1.77 FAR 52.228-2, ADDITIONAL BOND SECURITY (OCT 1997)
- 1.78 FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)*
- 1.79 FAR 52.228-11, PLEDGES OF ASSETS (JAN 2012)
- 1.80 FAR 52.228-12, PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)

- 1.81 FAR 52.228-14, IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 1.82 FAR 52.228-15, PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)
- 1.83 FAR 52.229-3, FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 1.84 FAR 52.232-5, PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 1.85 FAR 52.232-17, INTEREST (MAY 2014)
- 1.86 FAR 52.232-23, ASSIGNMENT OF CLAIMS (MAY 2014) ALTERNATE I (APR 1984)
- 1.87 FAR 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 1.88 FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 1.89 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 1.90 FAR 52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 1.91 FAR 52.233-1, DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
- 1.92 FAR 52.233-3, PROTEST AFTER AWARD (AUG 1996)
- 1.93 FAR 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 1.94 FAR 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
- 1.95 FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984)
- 1.96 FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 1.97 FAR 52.236-4, PHYSICAL DATA (APR 1984) *
- 1.98 FAR 52.236-5, MATERIAL AND WORKMANSHIP (APR 1984)
- 1.99 FAR 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 1.100 FAR 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991)
- 1.101 FAR 52.236-8, OTHER CONTRACTS (APR 1984)
- 1.102 FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 1.103 FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984)
- 1.104 FAR 52.236-11, USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 1.105 FAR 52.236-12, CLEANING UP (APR 1984)
- 1.106 FAR 52.236-13, ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)
- 1.107 FAR 52.236-14, AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 1.108 FAR 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 1.109 FAR 52.236-17, LAYOUT OF WORK (APR 1984)
- 1.110 FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATES I AND II*(APR 1984)
- 1.111 FAR 52.236-23, RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 1.112 FAR 52.236-24, WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
- 1.113 FAR 52.236-25, REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
- 1.114 FAR 52.236-26, PRECONSTRUCTION CONFERENCE (FEB 1995)
- 1.115 FAR 52.242-13, BANKRUPTCY (JUL 1995)
- 1.116 FAR 52.242-14, SUSPENSION OF WORK (APR 1984)
- 1.117 FAR 52.243-4, CHANGES (JUN 2007)
- 1.118 FAR 52.243-6, CHANGE ORDER ACCOUNTING (FEB 2016)
- 1.119 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2016)
- 1.120 FAR 52.245-1, PROPERTY RECORDS (APR 2012), ALT I (APR 2012)
- 1.121 FAR 52.245-9, USE AND CHARGES (APR 2012)
- 1.122 FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996)
- 1.123 FAR 52.246-21, WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE I (APR 1984)
- 1.124 FAR 52.248-3, VALUE ENGINEERING -- CONSTRUCTION (OCT 2015) ALTERNATE I (APR 1984)
- 1.125 FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED - PRICE) (APR 2012) ALTERNATE I (SEP 1996)
- 1.126 FAR 52.249-10, DEFAULT (FIXED - PRICE CONSTRUCTION) (APR 1984)
- 1.127 FAR 52.252-4, ALTERATIONS IN CONTRACT (APR 1984)
- 1.128 FAR 52.253-1, COMPUTER GENERATED FORMS (JAN 1991)
- 1.129 DFARS 252.203-7000, REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

- 1.130 DFARS 252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
- 1.131 DFARS 252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 1.132 DFARS 252.203-7003, AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)
- 1.133 DFARS 252.203-7004, DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015)
- 1.134 DFARS 252.203-7999, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT (DEVIATION 2015-O0010)(FEB 2015)
- 1.135 DFARS 252.204-7000, DISCLOSURE OF INFORMATION (AUG 2013)
- 1.136 DFARS 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 1.137 DFARS 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 1.138 DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)
- 1.139 DFARS 252.204-7015, NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)
- 1.140 DFARS 252.205-7000, PROVISIONS OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 1.141 DFARS 252.209-7004, SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)
- 1.142 DFARS 252.211-7007, REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
- 1.143 DFARS 252.215-7000, PRICING ADJUSTMENTS (DEC 2012)
- 1.144 DFARS 252.219-7003, SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2016-O009)(AUG 2016)
- 1.145 DFARS 252.222-7000, RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)
- 1.146 DFARS 252.223-7001, HAZARD WARNING LABELS (DEC 1991)
- 1.147 DFARS 252.223-7004, DRUG-FREE WORK FORCE (SEP 1988)
- 1.148 DFARS 252.223-7006, PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014)
- 1.149 DFARS 252.223-7008, PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
- 1.150 DFARS 252.225-7005, IDENTIFICATION OF EXPEDITURES IN THE UNITED STATES (JUN 2005)
- 1.151 DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
- 1.152 DFARS 252.225-7017, PHOTOVOLTAIC DEVICES (AUG 2016)
- 1.153 DFARS 252.225-7041, CORRESPONDENCE IN ENGLISH (JUN 1997)
- 1.154 DFARS 252.225-7048, EXPORT-CONTROLLED ITEMS (JUN 2013)
- 1.155 DFARS 252.227-7022, GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
- 1.156 DFARS 252.227-7023, DRAWINGS AND OTHER DATA TO BECOME THE PROPERTY OF GOVERNMENT (MAR 1979)
- 1.157 DFARS 252.227-7033, RIGHTS IN SHOP DRAWINGS (APR 1966)
- 1.158 DFARS 252.231-7000, SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 1.159 DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
- 1.160 DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)
- 1.161 DFARS 252.232-7010, LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 1.162 DFARS 252.236-7000, MODIFICATION PROPOSALS -- PRICE BREAKDOWN (DEC 1991)
- 1.163 DFARS 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
- 1.164 DFARS 252.236-7005, AIRFIELD SAFETY PRECAUTIONS (DEC 1991)
- 1.165 DFARS 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 1.166 DFARS 252.243-7002, REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
- 1.167 DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
- 1.168 DFARS 252.245-7001, TAGGING, LABELING AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
- 1.169 DFARS 252.245-7002, REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
- 1.170 DFARS 252.245-7003, CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
- 1.171 DFARS 252.245-7004, REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)
- 1.172 DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

- 1.173 DFARS 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
- 1.174 NFAS 5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)
- 1.175 NFAS 5252.209-9300, ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)
- 1.176 NFAS 5252.211-9301, PHASED CONSTRUCTION SCHEDULE (SEP 1996)
- 1.177 NFAS 5252.228-9300, INDIVIDUAL SURETY/SURETIES (JUN 1994)
- 1.178 NFAS 5252.228-9305, NOTICE OF BONDING REQUIREMENTS (DEC 2000)
- 1.179 NFAS 5252.236-9303, ACCIDENT PREVENTION (NOV 1998)
- 1.180 NFAS 5252.236-9305, AVAILABILITY OF UTILITIES (JUN 1994)
- 1.181 NFAS 5252.236-9310, RECORD DRAWINGS (OCT 2004) ALTERNATE I (JUN 1994) ALTERNATE II (OCT 2004)
- 1.182 NFAS 5252.236-9312, DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE (AUGUST 2006)
- 1.183 NFAS 5252.236-9313, DESIGN-BUILD CONTRACT-INCORPORATION OF DESIGNER-OF-RECORD FINAL DESIGN (JUL 2008)
- 1.184 NFAS 5252.242-9300, GOVERNMENT REPRESENTATIVES (OCT 1996)

--End Document Table of Contents--

DOCUMENT 00700
NEGOTIATED
CONTRACT CLAUSES
8/16

1.1 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

- 1.3 FAR 52.202-1, DEFINITIONS (NOV 2013)
- 1.4 FAR 52.203-3, GRATUITIES (APR 1984)
- 1.5 FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 1.6 FAR 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 1.7 FAR 52.203-7, ANTI-KICKBACK PROCEDURES (MAY 2014)
- 1.8 FAR 52.203-8, CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 1.9 FAR 52.203-10, PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 1.10 FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 1.11 FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
- 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 (OCT 2015)
- 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 (JUL 2016)

(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) Commercial 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 and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the

DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (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 Commercial 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 Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. 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 (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

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 \(OCT 2015\)](#)

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 \(NOV 2015\)](#)

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 **TBD** 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 **TBD** 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 52.215-20, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER
THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

1.35 FAR 52.215-21, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER
THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

1.36 FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

1.37 FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2016-O009)(AUG 2016)
ALTERNATE II (DEVIATION 2016-O0009) (AUG 2016)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports.

(1) **ISR.** This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) **SSR.**

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains

a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

- 1.38 FAR 52.219-16, LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
- 1.39 FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
- 1.40 FAR 52.222-1, NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 1.41 FAR 52.222-3, CONVICT LABOR (JUN 2003)
- 1.42 FAR 52.222-4, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (MAY 2014)
- 1.43 FAR 52.222-6, CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)
- 1.44 FAR 52.222-7, WITHHOLDING OF FUNDS (MAY 2014)
- 1.45 FAR 52.222-8, PAYROLLS AND BASIC RECORDS (MAY 2014)
- 1.46 FAR 52.222-9, APPRENTICES AND TRAINEES (JUL 2005)
- 1.47 FAR 52.222-10, COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 1.48 FAR 52.222-11, SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
- 1.49 FAR 52.222-12, CONTRACT TERMINATION -- DEBARMENT (MAY 2014)
- 1.50 FAR 52.222-13, COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
- 1.51 FAR 52.222-14, DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 1.52 FAR 52.222-15, CERTIFICATION OF ELIGIBILITY (MAY 2014)
- 1.53 FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 1.54 FAR 52.222-26, EQUAL OPPORTUNITY (APR 2015)
- 1.55 FAR 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)
- 1.56 FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

- 1.57 FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
- 1.58 FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- 1.59 FAR 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 1.60 FAR 52.222-50, COMBATING TRAFFICKING IN PERSON (MAR 2015)
- 1.61 FAR 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- 1.62 FAR 52.223-2, AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
- 1.63 FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
- 1.64 FAR 52.223-5, POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 1.65 FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001)
- 1.66 FAR 52.223-15, ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
- 1.67 FAR 52.223-17, AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- 1.68 FAR 52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 1.69 FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984)
- 1.70 FAR 52.224-2, PRIVACY ACT (APR 1984)

- 1.71 FAR 52.225-11, BUY AMERICAN --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2016) ALTERNATE I (MAY 2014)

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

Australian, Chilean, or Moroccan construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of Australia, Chile, or Morocco; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Australia, Chile, or Morocco into a new and different construction material distinct from the materials from which it was transformed.

Bahrainian, Mexican, or Omani construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico; or Oman
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

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

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Domestic construction material means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None.

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

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

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

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

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

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

- 1.72 FAR 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 1.73 FAR 52.227-1, AUTHORIZATION AND CONSENT (DEC 2007) ALTERNATES I AND II (APR 1984)
- 1.74 FAR 52.227-2, NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (DEC 2007)
- 1.75 FAR 52.227-4, PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007) ALTERNATE I (DEC 2007)
- 1.76 FAR 52.228-1, BID GUARANTEE (SEP 1996)
- 1.77 FAR 52.228-2, ADDITIONAL BOND SECURITY (OCT 1997)
- 1.78 FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)*
- 1.79 FAR 52.228-11, PLEDGES OF ASSETS (JAN 2012)
- 1.80 FAR 52.228-12, PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
- 1.81 FAR 52.228-14, IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 1.82 FAR 52.228-15, PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)
- 1.83 FAR 52.229-3, FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 1.84 FAR 52.232-5, PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 1.85 FAR 52.232-17, INTEREST (MAY 2014)
- 1.86 FAR 52.232-23, ASSIGNMENT OF CLAIMS (MAY 2014) ALTERNATE I (APR 1984)
- 1.87 FAR 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 1.88 FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 1.89 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 1.90 FAR 52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 1.91 FAR 52.233-1, DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
- 1.92 FAR 52.233-3, PROTEST AFTER AWARD (AUG 1996)
- 1.93 FAR 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 1.94 FAR 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
- 1.95 FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984)
- 1.96 FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 1.97 FAR 52.236-4, PHYSICAL DATA (APR 1984)
- 1.98 FAR 52.236-5, MATERIAL AND WORKMANSHIP (APR 1984)
- 1.99 FAR 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 1.100 FAR 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991)
- 1.101 FAR 52.236-8, OTHER CONTRACTS (APR 1984)
- 1.102 FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 1.103 FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984)
- 1.104 FAR 52.236-11, USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 1.105 FAR 52.236-12, CLEANING UP (APR 1984)
- 1.106 FAR 52.236-13, ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)
- 1.107 FAR 52.236-14, AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 1.108 FAR 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 1.109 FAR 52.236-17, LAYOUT OF WORK (APR 1984)
- 1.110 FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATES I AND II*(APR 1984)
- 1.111 FAR 52.236-23, RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 1.112 FAR 52.236-24, WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
- 1.113 FAR 52.236-25, REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
- 1.114 FAR 52.236-26, PRECONSTRUCTION CONFERENCE (FEB 1995)
- 1.115 FAR 52.242-13, BANKRUPTCY (JUL 1995)
- 1.116 FAR 52.242-14, SUSPENSION OF WORK (APR 1984)
- 1.117 FAR 52.243-4, CHANGES (JUN 2007)

- 1.118 FAR 52.243-6, CHANGE ORDER ACCOUNTING (APR 1984)
- 1.119 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2016)
- 1.120 FAR 52.245-1, GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012)
- 1.121 FAR 52.245-9, USE AND CHARGES (APR 2012)
- 1.122 FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996)
- 1.123 FAR 52.246-21, WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE I (APR 1984)
- 1.124 FAR 52.248-3, VALUE ENGINEERING -- CONSTRUCTION (OCT 2015) ALTERNATE I (APR 1984)
- 1.125 FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED - PRICE)
(APR 2012) ALTERNATE I (SEP 1996)
- 1.126 FAR 52.249-10, DEFAULT (FIXED - PRICE CONSTRUCTION) (APR 1984)

- 1.127 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".

- 1.128 FAR 52.253-1, COMPUTER GENERATED FORMS (JAN 1991)
- 1.129 DFARS 252.203-7000, REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
- 1.130 DFARS 252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
- 1.131 DFARS 252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 1.132 DFARS 252.203-7003, AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)
- 1.133 DFARS 252.203-7004, DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015)
- 1.134 DFARS 252.203-7999, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT (DEVIATION 2015-O0010)(FEB 2015)
- 1.135 DFARS 252.204-7000, DISCLOSURE OF INFORMATION (AUG 2013)
- 1.136 DFARS 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 1.137 DFARS 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 1.138 DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)
- 1.139 DFARS 252.204-7015, NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)
- 1.140 DFARS 252.205-7000, PROVISIONS OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 1.141 DFARS 252.209-7004, SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)
- 1.142 DFARS 252.211-7007, REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
- 1.143 DFARS 252.215-7000, PRICING ADJUSTMENTS (DEC 2012)
- 1.144 DFARS 252.219-7003, SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2016-O0009)(AUG 2016)

- 1.145 DFARS 252.222-7000, RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in Guam, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

- 1.146 DFARS 252.223-7001, HAZARD WARNING LABELS (DEC 1991)
- 1.147 DFARS 252.223-7004, DRUG-FREE WORK FORCE (SEP 1988)

- 1.148 DFARS 252.223-7006, PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014)
- 1.149 DFARS 252.223-7008, PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
- 1.150 DFARS 252.225-7005, IDENTIFICATION OF EXPEDITURES IN THE UNITED STATES (JUN 2005)
- 1.151 DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
- 1.152 DFARS 252.225-7017, PHOTOVOLTAIC DEVICES (AUG 2016)
- 1.153 DFARS 252.225-7041, CORRESPONDENCE IN ENGLISH (JUN 1997)
- 1.154 DFARS 252.225-7048, EXPORT-CONTROLLED ITEMS (JUN 2013)
- 1.155 DFARS 252.227-7022, GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
- 1.156 DFARS 252.227-7023, DRAWINGS AND OTHER DATA TO BECOME THE PROPERTY OF GOVERNMENT (MAR 1979)
- 1.157 DFARS 252.227-7033, RIGHTS IN SHOP DRAWINGS (APR 1966)
- 1.158 DFARS 252.231-7000, SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 1.159 DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
- 1.160 DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)
- 1.161 DFARS 252.232-7010, LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 1.162 DFARS 252.236-7000, MODIFICATION PROPOSALS -- PRICE BREAKDOWN (DEC 1991)
- 1.163 DFARS 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
- 1.164 DFARS 252.236-7005, AIRFIELD SAFETY PRECATIONS (DEC 1991)
- 1.165 DFARS 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 1.166 DFARS 252.243-7002, REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
- 1.167 DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
- 1.168 DFARS 252.245-7001, TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
- 1.169 DFARS 252.245-7002, REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
- 1.170 DFARS 252.245-7003, CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
- 1.171 DFARS 252.245-7004, REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)
- 1.172 DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)
- 1.173 DFARS 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

- 1.174 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.

1.175 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.

1.176 NFAS 5252.211-9301, PHASED CONSTRUCTION SCHEDULE (SEP 1996)

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of calendar days stated in the following schedule.

a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

b. Completion day: The day designated as the end of a given phase and the day the work in that phase must be completed; the number listed is the number of calendar days from the award of contract.

Insert the start and completion day for each phase. The completion day of the last phase MUST be the same number as indicated in FAR 52.211-10, Commencement, Prosecution, and Completion of Work.

c. Schedule:

PHASE	DESCRIPTION	SCHEDULE START DAY	COMPLETION DAY
A	[_____]	[_____]	[_____]
B	[_____]	[_____]	[_____]
C	[_____]	[_____]	[_____]

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

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.

Electric
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) ALTERNATE I (JUN 1994) ALTERNATE II (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. The Contractor shall deliver the marked up drawings to the Designer of Record who shall incorporate all as-built modifications into the electronic design drawings. Final payment shall not be made until the as-built electronic design drawings are delivered to the Contracting Officer. (End of clause)

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.

--End of Document--

DOCUMENT 00800

LABOR REQUIREMENTS

06/15

1.1 NOTICE CONCERNING LABOR RATES

The Construction Wage Requirements statute (formerly known as the Davis-Bacon Act) will apply. The attached Guam General Wage Decision No. GU160006, Modification No. 0, Publication Date 05/06/2016 will remain in effect for the duration of the project.

Federal Acquisition Regulation (FAR) 22-404-6(c) requires incorporation of a wage determination received by the contracting office prior to award. If the contracting office receives a modification to the wage determination after receipt of proposals but prior award, at the discretion of the contracting officer, award of a contract resulting from this solicitation may be made without incorporation of the current wage determination prior to award and a modification will be issued after award to incorporate the wage determination effective as of the date of contract award.

General Decision Number: GU160006 05/06/2016 GU6

State: Guam

Construction Type: Building
 Building Construction (Applies only to projects funded under
 the National Defense Authorization Act of 2010 - Guam
 Realignment Fund - Defense Policy Review Initiative)

County: Guam Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family
 homes or apartment up to and including 4 stories)

Construction Type: Building

Note: Under Executive Order (EO) 13658, an hourly minimum wage
 of \$10.15 for calendar year 2016 applies to all contracts
 subject to the Davis-Bacon Act for which the solicitation was
 issued on or after January 1, 2015. If this contract is covered
 by the EO, the contractor must pay all workers in any
 classification listed on this wage determination at least
 \$10.15 (or the applicable wage rate listed on this wage
 determination, if it is higher) for all hours spent performing
 on the contract in calendar year 2016. The EO minimum wage rate
 will be adjusted annually. Additional information on contractor
 requirements and worker protections under the EO is available
 at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	05/06/2016

SUGU2015-001 02/24/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.06	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.41	0.00
ELECTRICIAN.....	\$ 15.34	0.00
INSULATOR - FOAM.....	\$ 15.45	0.00
IRONWORKER, REINFORCING.....	\$ 13.08	0.00
IRONWORKER, STRUCTURAL.....	\$ 12.47	0.76
LABORER: Common or General.....	\$ 9.25	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 14.55	0.00
PAINTER (Brush and Roller).....	\$ 13.73	0.00
PLASTERER.....	\$ 12.98	0.00

PLUMBER.....	\$ 16.26	0.00
ROOFER.....	\$ 15.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.63	2.03

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION