

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1	OF PAGES 53
1. REQUEST NO. N69450-12-Q-2272	2. DATE ISSUED 19-Mar-2012	3. REQUISITION/PURCHASE REQUEST NO. ACQR2488675	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	5. RATING DO-C2		
5a. ISSUED BY NAVFAC SOUTHEAST ROICC ALBANY-MCLB 5500 WALKER AVE, PO BOX 50365 ALBANY GA 31703-0365			6. DELIVER BY <i>(Date)</i> SEE SCHEDULE			
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> VICTOR M. SWANIER 229-639-5604						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> SEE SCHEDULE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 05-Apr-2012						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair Fire Protection System FFP Provide all necessary labor, management, supervision, tools, supplies, incidental work, materials, and transportation to excavate and repair the fire protection systems at Warehouse Numbers 1220, 1240, 1250, 1261 and 1331. All work shall be performed in accordance with attached Statement Of Work and referenced Plans. FOB: Destination PURCHASE REQUEST NUMBER: ACQR2488675	1	Dollars, U.S.		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	N/A FOB: Destination	

Section 00100 - Bidding Schedule/Instructions to Bidders

SOW

INSTRUCTIONS TO PROPOSERS

1. THIS SOLICITATION IS ISSUED AS A SMALL BUSINESS SET-ASIDE, PURSUANT TO FAR PART 19.5.

2. CENTRAL CONTRACTOR REGISTRATION (CCR). To be eligible for award, your firm must be registered in the Central Contractor Registration (CCR) database per DFARS 252.204-7100. For more information, see the CCR website at <http://www.ccr.gov>. **A contract cannot be awarded to a contractor without a current registration in CCR.**

3. ONLINE REPRESENTATIONS AND CERTIFICATIONS (ORCA). In order to participate in this solicitation, contractors shall complete electronic representations and certifications. To complete the ORCA, see the ORCA website at <http://orca.bpn.gov>. Two items needed prior to ORCA registration are (1) an active record in CCR and (2) and MPIN from that active CCR record.

4. FEDERAL CONTRACTOR PROGRAM. Contractors who receive federal contracts greater than \$100,000 are required to comply with Federal Acquisition Regulation (FAR) clause 52.222-37, Employment Special Disabled Veterans of the Vietnam Era. This FAR clause mandates annual reporting of certain statistics, on a form titled "Federal Contractor Veterans' Employment Report VETS-100" to the Department of Labor. The FAR clause is included in your contract at Section 00700 - Contract Clauses in full text. Specific instructions, information and follow-up assistance is available at the VETS-100/100A web site at <http://www.dol.gov/vets/programs/fcp/main.htm><http://vets.dol.gov/vets100>, the VETS-100/100A Processing Center at (301) 586-1580, or e-mail helpdesk@vets100.com. VETS encourages online website submission of all reports.

5. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS 9JUL 2010). Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), which requires contractors to report subcontract award data and the total compensation of the five most highly compensated executives of the contractor and subcontractor. The public may view first-tier subcontract award data at <http://usaspending.gov>. This clause applies to all contracts with a value of \$25,000 or more.

6. LIMITATIONS ON SUBCONTRACTING. In accordance with the FAR clause 52.219-14 – Limitation on Subcontracting, the prime contractor is to perform at least 15% of the total labor on this contract with its own employees.

7. PRE-PROPOSAL CONFERENCE. As provided in FAR clause 52.236-27. Admittance will be made at the Main Gate on Fleming after obtaining a day pass at Bldg 3010. Prior to

obtaining day passes, an email shall be forwarded to victor.m.swanier@navy.mil stating name and company of all contractor attendees. Attendees shall have picture identification and all vehicles must have registration and proof of insurance. All rental cars shall have lease agreement.

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

9. **GENERAL OVERVIEW:** This procurement is for one solicitation resulting in the award of one firm-fixed price construction contract. The work includes REPAIR OF FIRE PROTECTION SYSTEMS AT Warehouse numbers 1220, 1240, 1250, 1261, and. The contractor shall provide all labor, material, and equipment necessary to complete the work. The work is located on the Marine Corps Logistics Base Albany, GA.

The contract performance period will be 60 calendar days from date of contract award.

The Contract award will be considered the Notice to Proceed (NTP).

PUBLIC WORKS OFFICE
MARINE CORPS LOGISTICS BASE
ALBANY, GEORGIA

NAVFAC
SPECIFICATION
WR Number: 575104
CAT

SPECIFICATION FOR:

Project Title: REPAIR FIRE PROTECTION SYSTEM IN THE WAREHOUSE AREA.
Station or Activity: Marine Corps Logistics Base
City and State: Albany, Georgia

1. GENERAL DESCRIPTION:

Contractor shall provide all labor, management, supervision, tools, supplies, incidental work, materials, and transportation necessary to excavate and repair the fire protection systems at Warehouse #1220, Warehouse #1240, Warehouse #1250, Warehouse #1261 and Warehouse #1331, complete and ready for use. The exact location is to be shown by the Contracting Officer. Contractor shall verify all measurements prior to ordering materials. All work shall be accomplished in strict accordance with prevailing industry standards, manufacturer's written instructions and all applicable codes. All work shall be accomplished in strict accordance with prevailing industry standards, manufacturer's written instructions and all applicable codes as described:

1. The Contractor and the hydrant repair technician shall provide the Contracting Officer with the following:

- 1.1 The **Hydrant Repair Company** must provide to the Contracting Officer the following:
 - 1.1.1 Proof of being in business for a minimum of two years.
 - 1.1.2 A copy of American Water Works Association (AWWA) M-17 handbook to be signed by the Government Inspector and kept on site by the repair technician at all times.
- 1.2 The **Hydrant Repair Technician** must provide to the Contracting Officer ONE of the following:
 - 1.2.1 Underground utilities license (Georgia) or Contractor One license (Florida) combined with documented experience and Drawings from municipal water systems stating that he has performed hydrant repairs.
 - 1.2.2 Sprinkler contractor license with certificate of competency holding NICET III certification combined with documented experience and Drawings from municipal water systems stating that he has performed hydrant repairs.
 - 1.2.3 Licensed Master Plumber's license combined with documented experience and Drawings from municipal water systems stating that he has performed hydrant repairs.
 - 1.2.4 Water Distribution System Operator license combined with documented experience and Drawings from municipal water systems stating that he has performed hydrant repairs.

1.3 MINOR MATERIALS AND WORK

Minor materials and work not specifically mentioned herein but necessary for the proper completion of the specified work shall be furnished without additional cost to the Government.

1.4 Unforeseen Major Repairs

Should deteriorated material of a major nature be uncovered in the course of the work, it shall be brought to the attention of the Contracting Officer. Repairs shall be made as directed, and an adjustment will be made in the contract price in accordance with the terms of the Purchase Order.

1.5 QUANTITIES

Where the replacement of deteriorated or missing materials is required and approximate quantities given, the Contractor shall perform all the required work. Where the quantities for quoting purposes are specified, quotes shall be based on the stated quantity; should more or less than the specified quantities be required, the Purchase Order price will be adjusted in accordance with the terms of the Purchase Order. Replacement of deteriorated materials shall be at such location and of such extent as directed.

1.6 EXISTING WORK

Where existing work is changed or removed, or where new work adjoins, connects to or abuts existing work, the existing work shall be altered as necessary and connected in a substantial and workmanlike manner. All new work shall match, as nearly as practicable the existing adjoining and/or adjacent similar work. Operations affecting existing work shall be conducted with care not to damage work in place; and all existing work damaged by such operations shall be rectified or replaced without additional expense to the Government.

1.7 RECYCLE

Waste materials not suitable for reuse, but having value as being recyclable, shall be recycled whenever economically feasible. All recyclable materials such as metals and certain electrical components shall be recycled in accordance with MCO P5090.2A through the base Qualified Recycling Program (QRP).

1.8 WASTE

Materials with no practical use or economic benefit shall be properly disposed at a landfill or incinerator. All Construction and Debris materials (C&D) that is disposed of off site shall be weighed and the weight disposal tickets are to be given to the contract surveillance representative or ROICC Construction Manager.

1.9 DISPOSITION OF REMOVED MATERIALS

Except where specifically specified otherwise herein, all re-usable materials and equipment disconnected or removed during the course of the work and not indicated or specified for reuse in the new work shall remain the property of the Government. All re-usable materials such as metals and certain electrical components, to include switch gear, MCCs, conduit, copper wire, distribution and control panels nuts, bolts, washers, motor starters, cable lugs, conduit, conduit fittings, connection boxes, etc will be salvaged for re-use. Re-usable materials and equipment shall be reported to the contract surveillance representative or ROICC Construction Manager for their delivery and storage instructions.

1.10 Debris and Unusable Materials

All flammable scrap materials and debris shall be disposed of by removing completely from the Government property.

1.11 PROTECTION OF ERODIBLE SOILS

The Contractor is responsible for fully executing the plans and procedures as applicable with state erosion and sediment control regulations (The Georgia Erosion and Sediment Control Act of 1975). Provide temporary protection of disturbed soils in accordance with State regulations.

1.12 SCHEDULE AND SEQUENCE OF WORK

The work shall be prosecuted in such a manner as to cause the least interference with the normal functions of the Government activity. Work areas will be cleared/vacated for the period of time necessary for the Contractor to perform work; however, the compound will be occupied during the course of work. Prior to beginning any work, the Contractor shall meet with the Contracting Officer in order that an approved schedule and sequence of work may be arranged.

1.13 INTERRUPTION OF UTILITIES SERVICES

Interruptions shall be kept to a minimum and shall be at such times and durations as approved. No interruption shall occur, unless scheduled with the Contracting Officer and approved by him in advance as to time and duration of such interruption.

2. DRAWING ACCOMPANYING SPECIFICATION

The following drawing(s) accompany this specification and is a part thereof. The drawing(s) are the property of the Government and shall not be used for any purpose other than that contemplated by this specification.

DRAWING NO.	TITLE
D-3825, sheet #1	COVER PAGE
D-3825, sheet #2	SITE VIEW
D-3825, sheet #3	HYDRANT DETAILS
D-3825, sheet #4	BOLLARD & THRUST BLOCK DETAILS
D-3825, sheet #5	SPECIFICATIONS
D-3825, sheet #6	SPECIFICATIONS 2
D-3825, sheet #7	WAREHOUSE PIPING TYPICAL

3. SITE VISITATION

Prior to submitting quotations, Contractors are urged and expected to inspect the job site and to satisfy themselves as to the general and location condition that may effect the cost of performance of the work to the extent that such information is reasonable obtainable. Site visitation may be arranged with the Contracting Officer at the site. A minimum of 48 hours notice is required prior to time of visit, telephone Area Code (229) 639-5959. See contract clause 52.236-27 for site visit requirements.

4. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK:

Prior to beginning any work, the Contractor shall meet with the Contracting Officer's representative to discuss and develop mutual understandings relative to scheduling and administering work.

All work shall be accomplished within 60 calendar days after date of award. This completion time includes 14-day period for checking background of the contractor's personnel prior to arrival to start work on Base.

Preliminary work shall be accomplished between the hours of 8:00 a.m. and 5:00 p.m., Monday thru Friday (excluding federal holidays) unless other times are specifically pre-arranged with the Contracting Officer. This requires a written request two (2) days prior to proposed work. All work that requires the outage of water or other utilities may require the use of weekends and overtime hours. This outage work is to be finished in a timely manner without stoppages for days off, or as pre-arranged with the Contracting Officer.

5. STATION REGULATIONS:

The Contractor and his employees and his subcontractor(s) shall become familiar with and obey all Station regulations, including, fire, traffic, and security regulations. All personnel employed on the Station shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter any restricted areas unless required to do so and are cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

6. SECURITY REQUIREMENTS:

Shall be in accordance with clause entitled "Security Requirements" of the Contract Clauses. No employee or representative of the Contractor will be admitted to the site of work unless he is authorized to do so by the Contracting Officer.

6.1 BADGE REQUIREMENTS

Identification Badges are required. The Contractor shall be responsible for submitting a list of his personnel and his subcontractor's personnel who will be on the job site 14 days prior to arrival to start work for background check. The Badges can be obtained only at the Pass and I.D. Office, Building 3010, and then only by the authorized representative of the Contractor. Each individual has to have their picture taken and sign for their badge. Badges will be issued for the length of the contract or six (6) months, whichever is the lesser. Identification badges shall be worn at all times while on the Base and shall be in plain view in a conspicuous place above the waist. The Government will perform background checks on all personnel. Contractor shall allow 14 days for the background checks.

6.2 VEHICLE PERMITS

All vehicles entering the Base are required to obtain a Permit in accordance with Base Regulations. The vehicle permits can be obtained at the Pass and I.D. Office, Building 3010. All contractor vehicles and equipment, when not in use shall be locked or removed from the Base and otherwise disabled, so that operation by unauthorized personnel will be prohibited.

6.3 ENTRY OF SENSITIVE AREAS

Access to Buildings 5500 and 5501 are restricted. All contractor personnel require a PW or ROICC escort before entering these facilities and must remain in contact with their escort from the time of entry to the time of departure. (restroom breaks are the only exception). Contractor personnel shall meet their PW or ROICC escort at the front entrance of Building 5500. Unescorted contractor personnel will be immediately removed from these facilities.

7. SAFETY AND HEALTH REQUIREMENTS:

7.1 REQUIRED MANUAL

Contractors shall adhere to the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385 -1-1, as Drawingd in clause 52.236.13, entitled Accident Prevention. This publication is available online.

7.2 LOTO REQUIREMENTS

All work requiring energy (electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other) removal shall be done in compliance with OSHA 29 CFR 1910.147 and 1910.333 lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist. NFPA-70E (current edition), Standard for Electrical Safety in the Workplace, shall also be utilized for worker safety compliance.

8. QUALITY OF WORK

Work shall be accomplished by personnel experienced in their respective trades. The Contractor shall perform all work in accordance with acceptable industry standards and all federal, state, and local codes.

9. CLEAN-UP:

Contractor shall not be allowed to spread debris unnecessarily into adjacent areas, nor let debris accumulate in the work area during and after work completion. Upon completing the work, the Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government, and shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer. All rubbish and debris created by the work shall be removed from Government property and disposed of according to all local, state and federal regulations.

10. DISPOSAL:

Debris and materials shall be removed from work-site and not placed in Government trash containers. Transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up spillage from streets and adjacent areas.

11. STORM PROTECTION:

Should warnings of wind of gale force be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work, and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools, and equipment from exposed locations, and removing or securing scaffolding and other temporary works.

12. VERIFICATION OF DIMENSIONS:

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and advise the Contracting Officer of any discrepancy before performing any work.

13. DETAILED REQUIREMENTS

The Contractor shall repair the fire protection systems at Warehouse #1220, Warehouse #1240, Warehouse #1250, Warehouse #1261 and Warehouse #1331 per the following details are typical.

13.1 The following requirements apply.

13.1.1 The Contractor shall locate all underground utilities.

13.1.2 The Contractor shall provide, install and maintain all traffic and safety barricades, tape, cones and other warning devices. Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by wind. Notify the Contracting Officer prior to beginning such work.

13.1.3 All piping shall be cleaned and disinfected prior to installation per Drawing D3825 sheet 5.

13.1.4 In the event that any water piping is opened the Contractor shall flush and disinfect all piping as described in Drawing D3825 sheet 5.

13.1.5 All below ground repairs shall be approved by the Government inspectors prior to covering up.

13.1.6 Only Ductile Iron Pipe and Fittings shall be used under buildings. Pipe under buildings shall terminate a minimum of 18 inches from the exterior wall or pipe sleeve

under a railroad and 6 inches above the finished floor. Reference Drawing D3825 sheet 7.

13.1.7 All Tees, Plugs, Caps, Bends and Hydrant Branches shall be restrained against movement using THRUST BLOCKS, Piping Clamps and Tie-Rods, Mechanical Locked Push-On Joints or Mechanical Joints utilizing Set Screw Methods. Reference Drawing D3825 sheet 7.

13.1.8 The Contractor shall pressure test all piping for leaks prior to covering the piping with soil. The Contractor shall test all valves for full operation prior to covering with soil.

13.1.9 The Contractor shall compact all soil and remove excess soil and debris from the site. Reference Drawing D3825 sheet 7.

13.1.10 The Contractor shall leave all piping, hydrants, piv valves and excavation site work complete and ready to use.

13.1.11 The Contractor is responsible for fully executing the plans and procedures as applicable with state erosion and sediment control regulations (the Georgia Erosion and Sediment Control Act of 1975). Provide temporary protection of disturbed soils in accordance with State regulations.

13.1.12 The Contractor shall provide all trench boxes and safety equipment. OSHA regulations 29 CFR 1926.650, .651 and .652 for "Excavation, Trenching and Shoring" shall apply.

13.2 WAREHOUSE 1220

The Contractor shall repair the underground leaking fire protection piping supplying Warehouse 1220 bay 1 street side. The water leak is coming out from under the loading dock, marked with blue paint, near door 15. Piv valve is closed. The suspected water leak is the underground pipe fitting under the fire protection riser leaking due to inadequately installed piping restraints. Reference suspected water leak, Drawing D3825 sheet #7. **note** the asphalt and dock concrete have been previously excavated and replaced.

13.2.1 The Contractor shall cut and excavate the previously removed/replaced loading dock concrete for piping and fittings replacement.

13.2.2 The Contractor shall replace all damaged piping and fittings with materials intended for this purpose as described in drawing D3825 sheet 7.

13.2.3 The Contractor shall replace all lead joint piping and fittings that are within the reach of these excavations with new non-lead joint piping and fittings intended for this purpose as described in drawing D3825 sheet 7.

13.2.4 The Contractor shall replace and compact all excavated soil to 4 inches below grade and replace asphalt/concrete to "as found" condition.

13.3 WAREHOUSE 1240

The Contractor shall repair the track side underground fire protection system water leak at Warehouse #1240 bay 2. Between doors #6 and #8, near hydrant #1-164. The Piv valve is closed. This leak is already excavated, revealing 2 each back to back 45 degree pipe fittings which are leaking.

13.3.1 The Contractor shall replace all damaged piping with like materials intended for this purpose as described in drawing D3825 sheet 7.

13.3.2 The Contractor shall replace all lead joint piping and fittings that are within the reach of these excavations with new non-lead joint piping and fittings intended for this purpose as described in drawing D3825 sheet 7.

13.3.3 The Contractor shall replace and compact all excavated soil to 4 inches below grade and replace asphalt/concrete to "as found" condition.

13.4 WAREHOUSE 1250

The Contractor shall repair the track side underground fire protection system water leak at Warehouse #1245 bay 5. Piv valve is closed. This leak is already excavated at the PIV Valve, revealing water coming out of the under the rail road pipe sleeve. The suspected water leak is the underground pipe fitting under the fire protection riser leaking due to inadequately installed piping restraints. Reference Suspected water leak, Drawing D3825 sheet #7.

13.4.1 The Contractor shall saw cut and excavate the track side loading dock concrete for piping replacement.

13.4.2 The Contractor shall replace all damaged piping with like materials intended for this purpose as described in drawing D3825 sheet 7.

13.4.3 The Contractor shall replace all lead joint piping and fittings that are within the reach of these excavations with new non-lead joint piping and fittings intended for this purpose as described in drawing D3825 sheet 7.

13.4.4 The Contractor shall replace and compact all excavated soil to 4 inches below grade and replace asphalt/concrete to "as found" condition.

13.4.5 The Contractor shall expand the existing bollards around hydrant 1-173 and the PIV valves for Warehouse 1250 bay 5 and Warehouse 1251 bay 5. The bollards north cross arm is directly over hydrant 1-173 isolation valve and renders the valve impossible to operate. The bollards are to be expanded north at least 6 inches. Repair and repaint bollards to match current condition.

13.5 HYDRANT 1-174

The Contractor shall repair vehicle damaged fire hydrant 1-174 located in the roadway between Warehouse #1250 and Warehouse #1260.

13.5.1 The Contractor shall repair the vehicle damaged fire hydrant 1-174 located in the roadway between Warehouse #1250 and Warehouse #1260. Replace the breakable bolts,

and breakable flange at the grade level flange. Replace the frangible stem coupling.

13.5.2 The Contractor shall remove the inadequate bollards around hydrant 1-174 and install bollards with cross arms around the hydrant. Bollards are to be constructed and installed per BOLLARD DETAIL. Drawing D3825 sheet 04.

13.5.3 The Contractor shall replace and compact all excavated soil to 4 inches below grade and replace asphalt/concrete to "as found" condition.

13.6 WAREHOUSE 1261

The Contractor shall repair the piv valve for Warehouse 1261, bay 1, trackside. The piv valve connection stem has become disconnected.

13.6.1 The Contractor shall saw cut the asphalt and excavate the piv valve.

13.6.2 The Contractor shall repair the piv valve. The 2 inch square operating socket on the extension stem must be drilled and pinned through the 2 inch square valve operating nut using a ¼ inch stainless steel cotter pin before assembly of the valve box base and extension tubes.

13.6.3 The Contractor shall replace and compact all excavated soil to 4 inches below grade and replace asphalt/concrete to "as found" condition.

13.7 WAREHOUSE 1331

The Contractor shall repair the piv valve for Warehouse 1331, bay 5, trackside. The piv valve does not work and the indication window is showing blank. Repair the connection stem.

13.7.1 The Contractor shall saw cut the asphalt and excavate the piv valve.

13.7.2 The Contractor shall repair the piv valve. The 2 inch square operating socket on the extension stem must be drilled and pinned through the 2 inch square valve operating nut using a ¼ inch stainless steel cotter pin before assembly of the valve box base and extension tubes.

13.7.3 The Contractor shall replace and compact all excavated soil to 4 inches below grade and replace asphalt/concrete to "as found" condition.

13.7.4 The Contractor shall modify the existing bollards around hydrant 1-98 and the PIV valves for Warehouse 1330 bay 5 and Warehouse 1331 bay 5. The center bollard is directly in front of hydrant 1-95 outlet and renders this outlet difficult to access. Relocate the bollard post to allow easy access. Repair and repaint bollards to match current condition.

13.8 SUBMITTALS

The Contractor shall provide the following information or samples to the contracting officer for engineering approval.

- 13.8.1 The Contractor shall provide manufacturers pipe and fitting data.
- 13.8.2 The Contractor shall provide their proposed thrust block plan.
- 13.8.3 The Contractor shall provide the manufacturers pipe restraint data.

14. PROJECT RECORD DOCUMENTS

14.1 As-Built Drawings

None required

14.3 Real Property Record

For all projects over **\$10,000**, near the completion of Project, but a minimum of 60 days prior to final acceptance of the work, complete, update and submit an accounting of all installed property on FORM DD1354 "Transfer and Acceptance of Military Real Property." Contact the Contracting Officer for any project specific information necessary to complete the DD Form 1354. For information purposes, a blank DD Form 1354 (fill-able) in ADOBE (PDF) may be obtained at the following web site:

<http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd1354.pdf>

Submit the completed Checklist for Form DD1354 of Government-Furnished and Contractor-Furnished/Contractor Installed items. Attach this list to the updated DD Form 1354. Instructions for completing the form and a blank checklist (fill-able) in ADOBE (PDF) may be obtained at the following web site:

<http://www.hnd.usace.army.mil/techinfo/UFC/UFC1-300-08/UFC1-300-08.pdf>

15. REQUIRED INSURANCE:

The Contractor shall procure and maintain the entire period of performance under this contract the following minimum insurance coverage:

Type of Insurance	Per Person	Per Accident	Property
a. Comprehensive General Liability	\$300,000	\$500,000	\$100,000
b. Automobile Liability	\$200,000	\$500,000	\$20,000
c. Workmen's	As required Compensation		
d. Other as required by state law.			

15.1 STATEMENT OF INSURANCE:

Prior to commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance.

16. Standards and Specifications

The following standards and specifications will be used. This is not an exhaustive listing. The most recent edition of those listed below shall be used. Standard Industry practices shall be used and will apply.

16.1 Industry Standards and Codes

AMERICAN WATER WORKS ASSOCIATION (AWWA)

- [AWWA C511](#) Reduced-Pressure Principle Backflow Prevention Assembly

ACI

- [ACI 301](#) Structural Concrete for Buildings
- [ACI 318/318R](#) Building Code Requirements for Structural Concrete and Commentary

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- [ASTM A 615/A 615M](#) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- [ASTM C 39](#) Compressive Strength of Cylindrical Concrete Specimens
- [ASTM C 94](#) Ready-Mixed Concrete
- [ASTM C 136](#) Sieve Analysis of Fine and Coarse Aggregates
- [ASTM C 143](#) Slump of Hydraulic Cement Concrete
- [ASTM C 172](#) Sampling Freshly Mixed Concrete
- [ASTM C 173](#) Air Content of Freshly Mixed Concrete by the Volumetric Method
- [ASTM C 231](#) Air Content of Freshly Mixed Concrete by the Pressure Method
- [ASTM C 260](#) Air-Entraining Admixtures for Concrete
- [ASTM C 309](#) Liquid Membrane-Forming Compounds for Curing Concrete
- [ASTM C 881](#) Epoxy-Resin-Base Bonding Systems for Concrete
- [ASTM D 698](#) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft (600 kN-m/m))
- [ASTM D 1140](#) Amount of Material in Soils Finer Than the No. 200 (75-Micrometer) Sieve
- [ASTM D 1556](#) Density and Unit Weight of Soil in Place by the Sand-Cone Method
- [ASTM D 1557](#) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft (2,700 kN-m/m))
- [ASTM D 2487](#) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- [ASTM D 4318](#) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- [ASTM E 329](#) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

FLOOR COVERING INSTALLATION CONTRACTOR'S ASSOCIATION (FCICA)

FLOOR COVERING INSTALLATION BOARD (FCIB)

FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH (FCCCHR)

- **FCCCHR List** List of Approved Backflow Prevention Assemblies
- **FCCCHR Manual** Manual of Cross-Connection Control

INTERNATIONAL BUILDING CODE (IBC) - with exceptions and additions noted in UFC 1-200-01

INTERNATIONAL MECHANICAL CODE (IMC)

INTERNATIONAL PLUMBING CODE (IPC)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) - with exceptions and additions noted in UFC 1-200-01 and UFC 3-600-01

- **NFPA 1** Uniform Fire Code
- **NFPA 241** Safeguarding Construction, Alteration, and Demolition Operations
- **NFPA 51B** Fire Prevention During Welding, Cutting, and Other Hot Work
- **NFPA 70** National Electrical Code
- **NFPA 70E** Electrical Safety in the Workplace
- **NFPA 72** National Fire Alarm Code

16.2 - INDUSTRY REQUIREMENTS

UNITED FACILITIES GUIDE SPECIFICATIONS (UFGS)

U. S. GREEN BUILDING COUNCIL

- **USGBC LEED GBRs** LEED Green Building Rating System
- **USGBC LEED RG** LEED Reference Guide

WHOLE BUILDING DESIGN GUIDE (WBDG)

WHOLE BUILDING DESIGN GUIDE, Ensure Occupant Safety and Health (Systems Safety Engineering) at http://www.wbdg.org/design/ensure_health.php

16.3 - GOVERNMENT STANDARDS

UNIFIED FACILITIES CRITERIA (UFC):

The UFC's required by this project are referenced in the contract documents or cross-referenced within referenced documents. The complete list of final UFC documents is located on the Whole Building Design Guide at http://65.204.17.188/report/doc_ufc.html. The following are significant UFC's available on the website above that are applicable to this project:

- UFC 1-200-01, *General Building Requirements*
- UFC 1-300-09N, *Design Procedures*
- UFC 3-120-10N, *Interior Design*
- UFC 3-201-02, *Landscape Architecture*
- UFC 3-220-01N, *Geotechnical Engineering Procedures for Foundation Design of Buildings and Structures*
- UFC 3-270-01, *O&M: Asphalt Maintenance and Repair*

- UFC 3-270-02, *O&M: Asphalt Crack Repair*
- UFC 3-270-03, *O&M: Concrete Crack and Partial Depth Spall Repair*
- UFC 3-270-04, *O&M: Concrete Repair*
- UFC 3-300-10N, *Structural Engineering*
- UFC 3-420-01, *Plumbing Systems*
- UFC 3-580-10, *Design: Navy and Marine Corps Intranet (NMCI) Standard Construction Practices*
- UFC 3-600-01, *Fire Protection Engineering for Facilities*
- UFC 4-010-01, *DoD Minimum Antiterrorism Standards for Buildings*

OTHER NAVY-ONLY UNIFIED FACILITIES CRITERIA:

Other Navy-only UFC's are located in the DESIGN GUIDANCE TAB on the Navy Design-Build Request for Proposal Website at <http://www.wbdg.org/ndbm/DesignGuid/DesignGuid.html?Tab=DesignGuid>. The following are "Draft" Navy-only UFC documents that are applicable as final documents on this project:

- UFC 3-100-10N, *Architecture*
- UFC 3-200-10N, *Civil Engineering*
- UFC 3-400-10N, *Mechanical Engineering*
- UFC 3-500-10N, *Electrical Engineering*
- UFC 3-560-01, *Stationary Battery Room Design*
- UFC 3-580-01, *Telecommunications Systems Inside Plant Planning and Design*
- UFC 3-600-10N, *Fire Protection Engineering*
- UFC 3-800-10N, *Environmental Engineering for Facility Construction*
- UFC 4-020-01, *DOD Security Engineering Facility Planning Manual*
- UFC 4-021-02NF, *Security Engineering Design of Electronic Security Systems*

FEDERAL STANDARDS:

Uniform Federal Accessibility Standard (UFAS)
 American with Disabilities Act Architectural Guidelines (ADAAG)
 Occupational Safety and Health Association (OSHA)

U.S. ARMY CORPS OF ENGINEERS (USACE)

- **EM 385-1-1** Safety and Health Requirements Manual
- TM 5-822-5, *Pavement Design for Roads, Streets, Walks, and Open Storage Areas*

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS RR-F-191, *Fencing and Wire and Post Metal (and Gates, Chain-link Fence Fabric, and Accessories)*

---End of Section ---

Section 00600 - Representations & Certifications

CERTS AND REPS

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.225-10	Notice of Buy American Act Requirement--Construction Materials	FEB 2009
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
32.1%	6.9%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Georgia, Dougherty, Albany.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for--

WEDNESDAY, 28 MARCH AT 1:00 PM EST

(c) Participants will meet at--

**ROICC CONFERENCE ROOM, BLDG 5500,
MCLB, ALBANY, GA**

(End of provision)

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

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

<http://www.arnet.gov/far/>

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
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CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237110**.

(2) The small business size standard is **\$33.5M**.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(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) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

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

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

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

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

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

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

- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- (Contracting Officer check as appropriate.)
- (i) 52.219-22, Small Disadvantaged Business Status.
- (A) Basic.
- (B) Alternate I.

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

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

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

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

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

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

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

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011) - ALTERNATE I (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237110**.

(2) The small business size standard is **\$33.5M**.

(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) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: ----.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It * is, * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2010)

As prescribed in 204.1202, substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8:

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

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

Section 00700 - Contract Clauses

CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2011
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7 Alt I	Allowable Cost and Payment (Dec 2002) - Alternate I	FEB 1997
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	SEP 2009
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995

52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

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52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(a) Definitions. As used in this clause:

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

First-tier subcontract means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

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

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

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

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

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

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

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

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

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

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

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

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

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

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

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if--

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

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

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

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

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.frs.gov>, if--

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

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

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

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

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

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

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

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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 award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days AFTER DATE OF AWARD. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **SEE BELOW** for each calendar day of delay until the work is completed or accepted:

\$25,000 - \$50,000	=	\$110.00 per day
\$50,000 - \$100,000	=	\$140.00 per day
\$100,000 - \$500,000	=	\$200.00 per day

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

(End of clause)

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52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

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52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (OCT 2008).

(vi) 52.233-1, Disputes (JUN 2008).

(vii) 52.244-6, Subcontracts for Commercial Items (JAN 2011).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(ii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
- (iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)
- (iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).
- (v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) 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/these address(es):

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to

provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 237110- assigned to contract number N69450-12-M-2272.

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

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

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

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

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

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American 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)(3)(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... ..

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

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

Include other applicable supporting information.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

**Payment Bond
Irrevocable Letter of Credit**

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within **10** days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

- (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

FAC 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 change in work to be performed or increases in 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.

FAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontractors 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 subcontractors' or consultants' agreements concerning the performance of this contract.

5252.232-9301 INVOICING PROCEDURES ELECTRONIC (FEB 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related

documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or email cscassig@csd.disa.mil. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:

Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	Fill In (pick one of the following, deleting this statement and any information outside the quotation)

‘Invoice and Receiving Report (Combo)’ for a supply contract.

‘Invoice as 2-in-1 (Services Only)’ for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs.

‘Navy Construction / Facilities Management Invoice’ for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.

Contact your WAWF Group Administrator for assistance if required.

On the WAWF “Header Tab” the following is required:

Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor	Fill In
Ship From Code/Ext	“LEAVE BLANK”
LPO DoDACC	Fill In
Once Submitted, select “Send More Email Notifications”	
Inspector Email Address	Fill In, if applicable or specify “not applicable”
Accountable Official Email	Fill In, if applicable or specify “not applicable”

Address
 Operations Assistant (OA) Fill In, if applicable or specify “not applicable”
 Email Address
 Activity Fund Fill In, if applicable or specify “not applicable”
 Administrator email
 Address

The NAVFAC WAWF point of contact for this contract is Fill In Your POC and can be reached at Fill In Email or Fill In Phone.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore “_” which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to “Send More Email Notifications.” Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS Helpdesk at 877-251-WAWF (9293), ccl-ec-navy-wawf-helpdesk@dfas.mil or the NAVFAC WAWF point of contact identified above in section (d).

FAC 5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA(JUN 1994)

Denial of entry to the work areas under this contract may be required by the Government under certain circumstances where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

a. Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

b. Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average 30 MINUTES.

Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

a. Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph

entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

b. Delivery Vehicles. Vehicles delivering construction materials will be inspected by guard force personnel while the driver is being processed for entry into the Limited Area. The driver and vehicle will then be escorted in the Limited Area by a Security Escort. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

FAC 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.

FAC 5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

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

Electric
Water
Compressed Air

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

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

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

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

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

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

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

FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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:

_____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.

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

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

Section 00800 - Special Contract Requirements

DAVIS-BACON

General Decision Number: GA120189 01/06/2012 GA189

Superseded General Decision Number: GA20100261

State: Georgia

Construction Type: Building

County: Dougherty County in Georgia.

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

Modification Number Publication Date
 0 01/06/2012

* ASBE0048-001 04/01/2011

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.07	12.41

CARP0144-010 12/01/2007		

	Rates	Fringes
MILLWRIGHT.....	\$ 19.80	7.51

ELEC1531-001 12/01/2010		

	Rates	Fringes
ELECTRICIAN.....	\$ 20.35	4%+9.25

ENGI0474-014 07/01/2010		

	Rates	Fringes
Operating Engineers:		
Boom (over 15 tons), Crane (over 10 tons), Drill, Forklift (15 tons and over), and Hoist (two drum).	\$ 23.30	11.60
Bulldozer, Boom (15 tons and under), Compactor, Excavator, Forklift (under 15 tons), Hoist (one drum), Loader, and Scraper..	\$ 21.47	11.60
Crane (over 120 tons).....	\$ 24.30	11.60

Crane (over 250 tons).....	\$ 25.30	11.60
Oiler.....	\$ 19.13	11.60

IRON0387-001 08/01/2009

	Rates	Fringes
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IRONWORKER, STRUCTURAL.....	\$ 24.04	9.86
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PAIN0193-010 07/01/2011

	Rates	Fringes
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PAINTER: Brush, Roller, Spray...	\$ 15.05	5.20
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PLUM0072-002 08/01/2011

	Rates	Fringes
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Plumbers and Pipefitters.....	\$ 26.68	12.15
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SHEE0085-002 08/01/2011

	Rates	Fringes
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SHEET METAL WORKER, Includes
Installation of Metal Roofs

Buildings over 100,000 square feet.....	\$ 29.70	13.41
Buildings up to 100,000 square feet.....	\$ 25.49	11.73

FOOTNOTE: Work on swinging stages, boatswains chairs or
scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25
per hour additional.

SUGA2008-173 08/21/2008

	Rates	Fringes
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BRICKLAYER.....	\$ 11.65	0.17
CARPENTER.....	\$ 12.37	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.09	0.21
IRONWORKER, REINFORCING.....	\$ 11.05	0.21
LABORER: Common or General.....	\$ 8.63	0.00
LABORER: Pipelayer.....	\$ 8.00	0.00
OPERATOR: Backhoe.....	\$ 10.78	0.00

OPERATOR: Grader/Blade.....	\$ 9.00	0.24
OPERATOR: Mechanic.....	\$ 17.95	0.00
OPERATOR: Roller.....	\$ 10.88	0.00
ROOFER (Excluding Metal Roof)....	\$ 10.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.10	1.10

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

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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

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END OF GENERAL DECISION