

<b>REQUEST FOR QUOTATIONS</b> <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 OF PAGES 1   56	
1. REQUEST NO. N69450-15-Q-5341	2. DATE ISSUED 30-Jun-2015	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-C2		
5a. ISSUED BY NAVFAC SOUTHEAST PWD KINGSVILLE 201 NIMITZ AVE, BLDG 4711 KINGSVILLE TX 78363-5103			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
5b. FOR INFORMATION CALL: (Name and Telephone no.)(No collect calls) JOEL OVERSON 361-516-6107			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) PWD KINGSVILLE INSPECTOR OF RECORD 201 NIMITZ AVE, BLDG 4711 KINGSVILLE TX 78363-5103 TEL: 361-516-6044 FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 30-Jul-2015						
<b>IMPORTANT:</b> 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 (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS		
	%	%	%	No.	%	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

STATEMENT OF WORK

**GENERAL INFORMATION:**

**Document Type: Combined Synopsis/Solicitation Notice**

**Solicitation Number: N69450-15-Q-5341**

**Set Aside: 100% Total Small Business**

**NAICS Code: 238220, Size standard in Millions: \$15.0**

**DESCRIPTION / SCOPE OF WORK: Contractor is to provide all Labor, Materials, equipment, Tools, Transportation and Management necessary to conduct mold remediation on an Air Handling Unit at Bldg 4711 at NAS Corpus Christi, TX.**

This announcement constitutes the only solicitation; no separate written solicitation will be issued.

**BASIS FOR AWARD:** AWARD WILL BE BASED ON LOWEST PRICE.

**Target Price Range is \$10K-\$25K**

Anticipated award date: 5 days after close of solicitation

**Quotes are to be received no later than noon (12 p.m. central standard time) 30 JULY 2015. Proposals should be emailed to [joel.overson@navy.mil](mailto:joel.overson@navy.mil)**

Any changes to the solicitation or RFI's will be posted on FEDBIZOPS ([www.fbo.gov](http://www.fbo.gov)) for the mutual benefit of all bidders.

**ADDITIONAL INFORMATION:**

Solicitation document shall be signed by bidders and all applicable Certifications and Representations shall be completed. Offer should be in sufficient detail to ensure that the technical team can determine the offer complies with the Statement of Work (SOW).

All payments are to be paid via the Internet through the Wide Area Work Flow (WAWF) system. WAWF may be accessed at <https://wawf.eb.mil>. WAWF training may be accessed online at <http://www.wawftraining.com>. Payment information may be accessed using the DFAS website at <https://www.dfas.mil>. Your purchase order/contract number or invoice will be required to inquire status of your payment.

Be advised that all interested parties must be registered in the System for Award Management (SAM) Database in order to receive payment for products/services

rendered to the Government as the result of an award. If you are not registered you may request an application at (334) 206-7828 or through the SAM website at <https://sam.gov>.

Rapid Gate Information: The Navy has implemented a new security access program for the Corpus Christi and Kingsville Naval Air Stations. This program, called Rapid gate, will reduce expenses, reduce risk, and insure quicker access for people coming to the installation. You must either call 1-877-727-4342 or go online to <http://rapidgate.com> Once the company is enrolled, your employees can register at the installation. If your company employees have been authorized the common access card (CAC), it is not necessary to enroll in the rapid gate program.

#### SITE VISIT INFORMATION:

1. One site visit will be held to ensure all potential offerors have uniform information in order to make an accurate proposal.
2. Site visit will be conducted on **16 July 2015 at 09:00 a.m.** central time at NAS Corpus Christi, TX. All potential offerors are encouraged to attend the site visit to perform an inspection of the size and current layout.
3. Offerors are expected to satisfy themselves as to the general and local conditions that may affect the cost of the performance of the work to the extent that such information is reasonably obtainable. It is considered impractical to determine, without inspection, the exact nature of the work and site conditions under which the work is to be performed.
4. To attend please submit form ONB 0703-0061 (Department of the navy Population ID Card/ Base access Pass Registration form) to the Site Visit POC.

**Site Visit POC:**

**James Bustos**

[james.e.bustos@navy.mil](mailto:james.e.bustos@navy.mil)

**361-516-6062**

**Deadline for receipt of this form is one week prior to the site visit.** It is the responsibility of the contractor to confirm this form is received. After submission of form should a person not be available to attend, send a cancellation email to the same POC.

5. Interested parties are advised to arrive by an hour early in order to receive security passes and clearance.
6. The contractor may require, and should have, their own ear plugs, safety glasses and safety shoes to have access to the work site.



DEPARTMENT OF THE NAVY  
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST  
PUBLIC WORKS DEPARTMENT  
NAVAL AIR STATION, BLDG. 4711  
201 NIMITZ AVE., SUITE 103  
KINGSVILLE, TEXAS 78363-5119

**1. PROJECT:**

**1.1. BUILDING 4711 – PUBLIC WORKS ADMINISTRATION OFFICES, AIR HANDLING UNIT #3 MOLD REMEDIATION, SUPPLY AIR DIFFUSERS, RETURN AIR REGISTERS, AND CEILING TILES.**

**2. GENERAL REQUIREMENTS:** The Contractor shall provide all labor, materials, equipment, tools, transportation and management necessary to accomplish the project. Report any unforeseen findings to the attention of the Contracting Officer's Representative (COR) assigned to the project. Contracting Officer Representative (COR): The individual designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and technical management of the effort required and should be contacted regarding questions or problems of a technical nature. The COR will be the CM, ET, and/or PAR assigned to the project.

**3. SCOPE OF WORK:**

3.1. All project work shall be for Building 4711 – Public Works Administration Offices located at the Naval Air Station – Kingsville, Texas (NASK). Remediate mold from AHU#3 (6 Ton, 2350cfm, 24MBTH heating heat pump) and its associated ductwork and insulation. Locate and repair mold sources for AHU#3. Identify and seal all air leaks in the supply air duct. Replace all mold and water damaged insulation with all new materials. Replace all damaged insulation for ductwork in the attic spaces with patchwork to existing duct insulation.

3.1.1. Remove and replace all ceiling diffusers and registers for the entire building (approximately thirty-four (34) supply air diffusers and approximately seventeen (17) return air registers). New replacement diffusers and registers to match existing. Adjust the new diffusers and register damper settings to provide their pre-removal air flow rate. Provide removal, proper disposal, and replacement.

- 3.2. Provide removal, proper disposal, and replacement of approximately a combined total of two-hundred seventy (270) 2'x2'x 1 1/2" acoustical ceiling tiles for the Facilities Management Division's open office area and its three (3) offices. Provide approximately ten (10) percent new ceiling tiles from the same lot as those installed, for storage as extras; provide extras in carton packaging. Acoustical Ceiling tiles shall be Armstrong Open Plan Square Lay-in 3159 with Humidgard Plus Sag Resistance, or equal, as approved by the Contracting Officer. (ASTM E84, Flame Spread Rating: 25, Sag resistant, Anti Mold and Mildew and Bacteria Resistant, 0.61Lb/SF, Acoustic NRC 1.00). Or Equal.
  - 3.2.1 Provide removal and replacement of the ceiling tiles around the diffusers and registers that are dirty.
- 3.3 Contractor shall provide all services and equipment for tests and verification of baseline data to re-established balanced air flows and confirmation of air leak repairs. .
- 3.4 Provide all repairs and replacements necessary to eliminate and prevent undesirable condensation and conditions suitable for mold growth on, but not limited to, the following:
  - 3.4.1 AHU cabinet: Replace existing AHU liner with same, glass mineral wool, for mold and wet damaged insulation duct liner material. Refer to AHU manufacturer's instructions. Insulate all internal AHU wall surfaces. Insulate supply air plenum internally. Provide rigid insulation to the AHU's top and bottom exposed metal surfaces. Insulate at the top metal ledge and all ductwork from the AHU supply and return air plenum to ceiling surfaces. Use rigid mineral fiber (use no blanket insulation) (3pcf average) insulation up to the duct ceiling penetrations.
  - 3.4.2 Refrigerant piping system, replace and reinsulate all refrigerant piping in mechanical room.
  - 3.4.3 Supply air duct: and its components. Provide means and methods to eliminate condensation formation on the AHU supply air duct section and its components (for example: electric duct heater, smoke detector) located between the top of the AHU cabinet and gypsum board ceiling. Provide vapor barrier jacket over the supply air ductwork insulation in the mechanical room (min. 0.05mm 2 mils adhesive).
  - 3.4.4 Electric duct heater
  - 3.4.5 Smoke detector
  - 3.4.6 Return air plenum cabinet and return air ductwork to within 3 feet of AHU walls.
  - 3.4.7 Condensate drain piping: Insulate all AHU condensate pipe drains within the mechanical room.
  - 3.4.8 Provide mold remediation services and maintenance cleaning for:
    - 3.4.8.1 AHU interior cabinet and interior components (for example: evaporator coil, blower assembly, condensate pan, and plenum walls).

3.5 Provide removal for, and replace as per manufacturer's requirements, the refrigerant liquid line and suction line's insulation from the condensing unit to the AHU evaporator coil.

**See attached *Photos of AHU #3, SA Diffusers and RA Registers.***

### **3.6 REQUIREMENTS**

3.6.1 Provide the project work, new, complete in every respect and ready for its intended use.

3.6.2 Field verification of all project work, for example: types, styles, quantities, construction, materials, finish, dimensions, layouts, and sizes required.

3.6.3 Contractor shall be a licensed by the Texas Department of Licensing and Registration, as provided under the Texas Occupations Code, Chapter 1302 (relating to Air Conditioning and Refrigeration Contractors).

3.6.4 Provide mold remediation services in accordance with the latest revision/edition of the Texas Administrative Code's *Texas Mold Assessment and Remediation Rules, Unified Facilities Guide Specifications 02 85 00.00 20 Mold Remediation* (attached), and the United States Environmental Protection Agency. Additionally, see the Applicable Reference Documents section listed below. The term "Latest Revision/Edition" is defined as the version as of the project award date.

3.6.4.1 Provide all project work (for example: materials, equipment, labor, installation, procedures, methods, safety) in accordance with the latest revision/edition of industry, manufacturer, federal, state, regional, and local codes, standards, regulations, laws, requirements, and recommendations; the most stringent shall prevail. Additionally, see the Applicable Reference Documents section listed below. The term "Latest Revision/Edition: is defined as the version as of the project award date.

3.6.4.2 Workers with protective clothing and equipment as appropriate for the work being accomplished. Do not permit any person to enter the work area without the appropriate protective clothing and equipment.

3.6.4.3 Coil cleaners shall be non-acidic/alkaline, detergent based. Clean the condensate drain pans. Condensate pan and its drain piping shall be unobstructed and flowing properly. The drain for the condensate drain pan shall be operational during the cleaning.

3.6.4.4 Cleaning methods shall not cause damage to the coil surface or fins.

3.6.4.5 Final clearance of AHU will be based on assessment of the by the mold assessment consultant's passed clearance report submitted to the Contracting

Officer's Representative (COR). Provide the COR a 24-hour notice for a final clearance visual inspection. If during this inspection any visible debris and/or microbial contamination are observed, the Contractor shall re-clean the work area without additional cost to the Government.

- 3.6.5 Remove all waste materials and rubbish from and about the work site in strict accordance with all applicable local, State, and Federal disposal codes and regulations.
- 3.6.6 Provide submittals for all materials, components, and equipment for Government review and acceptance.
- 3.6.7 Provide all project work's appurtenances (for example: insulation fastenings, vapor retarder mastics, reinforcing mesh, tapes and adhesives).
- 3.6.8 As per the manufacturer's AHU design, recommendations and requirements ensure all AHU internal condensation shall be properly captured and properly drained out to ensure that its internal insulation does not get wet.
- 3.6.9 The building's hours of operation shall not be interrupted by the Contractor's activities. Utility interruptions shall be scheduled in advance. Coordinate with the COR.
- 3.6.10 Material and equipment unloading and loading shall be coordinated with the COR.

**3.7 DEMOLITION WORK:** N/A

**3.8 EXISTING MATERIAL/EQUIPMENT DATA:**

3.8.1 EXISTING CONDITIONS/MATERIAL

3.8.1.1 Evaporator coil

- 3.8.1.1.1 Face area is 10.2 sq. ft.
- 3.8.1.1.2 Tube diameter is 3/8"
- 3.8.1.1.3 Rows deep is 4
- 3.8.1.1.4 Fins per inch is 15
- 3.8.1.1.5 Approximate area internal AHU#3: less than 23SF.

3.8.1.2 Ceiling height is nine (9) feet.

3.8.1.3 Existing ceiling tiles have thermal insulation blankets placed directly above.

- 3.8.2 Provide submittals for all materials, components, and equipment for Government review.

3.8.3 The Government's approval or acceptance of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are satisfactory and appear to meet the Solicitation and Accepted Proposal.

3.8.4 Approval or acceptance of submittals will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the contractor Quality Control (CQC) requirements of this contract is responsible for the satisfactory construction of all work.

3.8.5 No payment for materials incorporated in the work will be made if all required Government approvals have not been obtained. No payment will be made of any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

3.9 Contracting Officer Representative (COR): The individual designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and technical management of the effort required and should be contacted regarding any questions or problems of a technical nature. The COR will be the CM, ET, and/or PAR assigned to the project.

#### **4 APPLICABLE REFERENCE DOCUMENT**

The advisory provisions of the applicable reference documents shall be mandatory, as though the word "Shall" had been substituted for "should" wherever it appears. Reference to the "authority having jurisdiction" shall be construed to mean "Contracting Officer. Comply with the required and advisory portions of the applicable reference documents at the time of contract award. Applicable reference documents are, but not limited to:

##### **4.2 American Industrial Hygiene Association (AIHA)**

**4.2.1** AIHA IMOM08-679, (2008) Recognition, Evaluation, and Control of Indoor Mold

##### **4.3 American Society of Mechanical Engineers (ASME)**

##### **4.4 American Society of Testing and Materials (ASTM)**

##### **4.5 Federal Acquisition Regulation (FAR)**

**4.5.1** 52.236-3 Site Investigation and Conditions Affecting the Work

##### **4.6 International Code Council (ICC)**

##### **4.7 International Energy Conservation Code (IECC)**

##### **4.8 International Mechanical Code (IMC)**

##### **4.9 Midwest Insulation Contractors Association (MICA)**

##### **4.10 National Air Duct Cleaners Association (NADCA)**

##### **4.11 National Electrical Manufacturers Association (NEMA)**

##### **4.12 National Insulation Association (NIA)**

##### **4.13 National Fire Protection Association (NFPA)**

**4.13.1** NFPA 70, National Electric Code (NEC)

- 4.13.2 NFPA 101 Life Safety Code
- 4.14 North American Insulation Manufacturer's Association (NAIMA)
- 4.15 Occupational Safety & Health Administration (OSHA)
  - 4.15.1 29 CFR 1910 Occupational Safety and Health Standards
- 4.16 Texas Administrative Code
  - 4.16.1 Texas Mold Assessment and Remediation Rules
- 4.17 U.S. Army Corps of Engineers (USACE)
  - 4.17.1 EM 385-1-1, Safety and Health Requirements manual
- 4.18 U.S. Environmental Protection Agency (EPA)
- 4.19 Underwriters laboratories (UL)
- 4.20 Unified Facilities Guide Specifications (UFGS)
  - 4.20.1 UFGS – 02 85 00.00 20 Mold Remediation

5 **PRE-AWARD SITE VISIT:**

5.2 Prior to submitting proposals, prospective bidders can and will be expected to visit the job site, inspect the work in place and satisfy themselves as to the character and amount of work to be accomplished. **Bidders will refer to Federal Biz Ops advertisement for the scheduled site visit time and date.** Failure by the Contractor to familiarize oneself with available information regarding site conditions prior to bid shall not relieve the Contractor from the responsibility of successfully completing the work. **It is very important bidders contact the COR for a day pass application (SECNAV 5512/1) enclosed in the solicitation to fill in within 10 days of the scheduled site visit. Failure to comply may mean denial to attend the site visit scheduled.**

6 **CONTRACTOR PERSONNEL BASE ACCESS REQUIREMENTS:**

6.2 The base access protocol implemented is the RAPIDGate system. The system provides background checks of contractor personnel. A personnel badge that affords base access for one year will be issued to each Contractor employee that meets background check criteria. There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's firm and a fee per Contractor employee. Costs to participants are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Points (ECP). Contractors are required to participate in the Rapid Gate Program.

7 **Performance Period:**

7.2 Requests for daily passes must be filled in (SECNAV 5512/1) and submitted to the assigned COR a minimum 10 days prior to any new work.

7.3 PERFORMANCE PERIOD: Performance period shall be fifty (50) calendar days. Notice to Proceed is made in writing by the Contracting Officer (KO) LT Joel Overson (361) 516-6107. Performance period shall include material procurement, pre-construction meetings, construction, commissioning, and closeout documentation

8 **LIQUIDATED DAMAGES: FAR 52.211-12**

8.2 See contract clauses.

9 **PROJECT SCHEDULE:**

- 9.2 The Project Schedule shall show submittals, government review periods, material/equipment delivery, utility outages, on-site construction, inspection, testing, and closeout activities. The Bar Chart shall be time scaled and generated using an electronic spreadsheet program.
- 9.3 The Contractor shall use the critical path method (CPM) to schedule and control project activities. Project schedules shall be prepared and maintained electronically. Save files in applicable format to be importable. Schedule shall be updated at least monthly for any project exceeding 60 calendar days. The schedule shall be built as follows.
- 9.4 The Project Schedule shall show design periods, submittals, government review periods, material/equipment delivery, utility outages, all on-site construction, inspection, testing, and closeout activities. Government and Contractor on-site work activities shall be driven by work schedules that reflect Saturdays, Sundays and all Federal Holidays as non-work days unless notified.
- 9.5 Schedule; shall display Start Contract and End Contract milestone activities. No activities shall be open-ended; each activity shall have predecessor and successor ties. **Schedule shall be cost-loaded to aid in the submission of invoices.**
- 9.6 Date/time constraint(s) and/or lags, other than those required by the contract, shall not be allowed unless accepted by the QA. The Contractor shall include as the last activity in the contract schedule, a milestone activity named "Contract Completion Date". The "Contract Completion Date" milestone shall have a "Mandatory Finish" constraint equal to the contract completion date.

10 **PRE-CONSTRUCTION MEETING FOR PROJECTS:**

- 10.2 The Contractor shall participate in the pre-construction meeting to discuss administrative and contract requirements. The Contractor will work with the COR to set up. During the meeting, the Contractor shall discuss the conceptual process of the project with drawings, specifications, catalog cuts, job plans, and all required documents as available at the time of the meeting.

11 **PRE-CONSTRUCTION SUBMITTAL REQUIREMENTS:** The Contractor shall have the following submitted within 14 days of award and prior to the Pre-Construction Meeting:

- 11.2 Project Schedule: provide updated schedule.
- 11.3 Accident Prevention Plan (must be site specific) with Activity Hazard Analysis (AHA) for each Definable Feature of Work.
- 11.4 Emergency Action Plan: can be separate or an attachment to Accident Prevention Plan.
- 11.5 Quality Control Plan: will identify the Contractor's Organizational Chart and provide associated documentation and methods and testing to ensure quality.
- 11.6 Material/Equipment Submittal Plan will identify projected dates that material submittals will be forwarded to the government. Manufacturing lead-time shall be, afforded for manufacturing of equipment. Contractor must provide proof of manufacturing.

purchase from vendor to the KO and request a no cost time extension via the Request For Information (RFI) process.

11.7 Schedule of Prices/Schedule of Values

11.8 Proof of 5 years of Commercial Pool Repair Experience

**12 SUBMITTAL REGISTER:**

**12.2** Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

**12.3** Contractor shall check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements shall be, clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

**12.4** Project Schedule

**12.5** Accident Prevention Plan must be site specific

**12.6** Activity Hazard Analysis

**12.7** Emergency Action Plan

**12.8** Quality Control Plan

**12.9** Material/Equipment Submittals, (use NASK PWD transmittal form)

**12.10** Environmental Plan

**12.11** Proof of manufacturing purchase from Vendor, as requested.

**12.12** Material Safety Data Sheets (MSDS), as applicable.

**12.13** Licenses and Permits:

**12.14** Digging Permit (14 days prior to digging)

**12.15 Deliverables Upon Completion of Project shall be, in a digital format:**

12.15.1 Accepted format shall be, compatible with NASK PW latest software versions. AUTODESK- (AUTOCAD), Adobe Acrobat and Microsoft Office format. Data shall be, provided during acceptance period in a digital optical disc storage format (DVD+R).

12.15.1.1 **NAVFAC Red Zone (NRZ) Checklist/POAM**

**12.15.1.2 CLOSEOUT SUBMITTALS UFGS-01 78 00**

12.15.1.2.1.1 PROJECT RECORD DOCUMENTS

12.15.1.2.1.1.1 Record Drawings

12.15.1.2.1.1.2 Government Furnished Materials

12.15.1.2.1.1.3 Working Record and Final Record Drawings

12.15.1.2.1.1.4 Drawing Preparation

12.15.1.2.1.1.5 Computer Aided Design and Drafting (CADD)  
Drawings

12.15.1.2.1.1.6 Manually Prepared Drawings

- 12.15.1.2.1.1.7 Payment
- 12.15.1.2.2 As-Built Record of Equipment and Materials on CADD and PDF format
- 12.15.1.2.3 Final Approved Shop Drawings
- 12.15.1.2.4 Construction Contract Specifications
- 12.15.1.2.5 Real Property Equipment
- 12.15.1.2.6 SPARE PARTS DATA
- 12.15.1.2.7 PREVENTATIVE MAINTENANCE
- 12.15.1.2.8 CERTIFICATION OF EPA DESIGNATED ITEMS
- 12.15.1.2.9 WARRANTY MANAGEMENT
  - 12.15.1.2.9.1 Warranty Management Plan
  - 12.15.1.2.9.2 Performance Bond
  - 12.15.1.2.9.3 Pre-Warranty Conference
  - 12.15.1.2.9.4 Contractor's Response to Construction Warranty Service Requirements
  - 12.15.1.2.9.5 Warranty Tags
- 12.15.1.2.10 COMMISSIONING
  - 12.15.1.2.10.1 Building Commissioning
  - 12.15.1.2.10.2 HVAC Commissioning
- 12.15.1.2.11 OPERATION AND MAINTENANCE MANUALS
  - 12.15.1.2.11.1 Configuration
  - 12.15.1.2.11.2 Training and Instruction (signed), Videos
- 12.15.1.2.12 CLEANUP
  - 12.15.1.2.12.1 Extraordinary Cleanup Requirements
- 12.15.1.2.13 REAL PROPERTY RECORD
- 12.15.1.2.14 NAVFAC sustainable & energy data record card
- 12.15.1.2.15 DD Form 1354

13 **SUBMITTALS and PROCEDURES:** Provide submittals and updates in hard copy and on electronic media that is acceptable to the Contracting Officer. Submit an electronic media of the project schedule in an import format compatible with the government's scheduling program.

13.2 **UPDATED PROJECT SCHEDULES:** Update the Project schedule at monthly intervals, if applicable or, as revisions occur. The updated schedule shall be, kept current, reflecting actual activity progress and plan for completing the remaining work. Submit copies of purchase orders and confirmation of delivery dates as directed by the assigned COR.

13.3 **THREE-WEEK LOOK AHEAD SCHEDULE:** At the start of construction, the Contractor shall prepare and issue a 3-Week Look Ahead schedule to provide a more detailed day-to-day plan of upcoming work identified on the Project Schedule. The

work plans shall be, keyed to activity numbers when a Network Analysis type schedule is required and updated each week to show the planned work for the current and following two-week period. Additionally, include upcoming outages, closures, preparatory meetings, and initial meetings. Identify critical path activities on the Three-Week Look Ahead Schedule. The detail work plans are to be bar chart type schedules, maintained separately from the Project Schedule on an electronic spreadsheet program and printed on 8-½ by 11 sheets as directed by the Contracting Officer. Activities shall not exceed 5 working days in duration and have sufficient level of detail to assign crews, tools and equipment required to complete the work. Provide an electronic file of the 3-Week Look Ahead Schedule to the assigned COR no later than 1000 each Monday for review during the weekly Coordination Meeting.

- 13.4 **CORRESPONDENCE AND ACCEPTANCE TEST REPORTS:** All correspondence (e.g., letters, Requests for Information (RFIs), e-mails, meeting minute items, Production and Daily Reports, material delivery tickets, photographs, etc.) shall reference the Design and Construction Schedule activities that are being addressed. All test reports (e.g., equipment, concrete, soil compaction, weld, pressure, etc.) shall reference schedule activities that are being addressed.
- 14 **FIRE, SAFETY AND CONFINED SPACE REQUIREMENTS:** The Contractor is required to comply with all Station Safety Regulations. The Contractor shall observe all requirements for handling and storage of combustible materials, waste and trash. Open flames aboard the station/hot work (i.e. welding) require a permit from the fire department, phone number 361-516-6135.
- 15 **SAFETY REQUIREMENTS:** Contractor shall perform Operational Risk Management (ORM) and Activity Hazard Analysis (AHA) as required by USACE EM 385-1-1. Contractor shall submit the required AHA form to the COR at least one week prior to each new work phase in the project schedule, when new hazards are identified, or when a new work crew is brought on site.
- 16 **OCCUPATIONAL HEALTH REQUIREMENTS:** The contractor shall be responsible for maintaining a safe work environment for assigned personnel for the duration of the tasks. Personnel injuries, regardless of severity shall be, reported immediately to the assigned COR.
- 17 **EMERGENCY ACTION PLAN (OSHA 29 CFR 1910.38):** The contractor shall develop an emergency action plan in accordance with applicable rules and regulations and it shall be, adhered to in the event of an emergency and shall address the following sections. It is the responsibility of the project supervisor, and shift supervisor to educate and brief all personnel on this emergency plan.
- 18 **CONTRACTORS SAFETY RESOURCES WEB SITE (APP and AHA information):**  
[http://www.navfac.navy.mil/products\\_and\\_services/sf/products\\_and\\_services/construction/safety\\_shack/contr\\_safety\\_resources.html](http://www.navfac.navy.mil/products_and_services/sf/products_and_services/construction/safety_shack/contr_safety_resources.html)
- 19 **CONTRACTOR WEIGHT HANDLING EQUIPMENT (WHE) REQUIRMENTS:**  
The Contractor shall comply with specific activity regulations pertaining to crane safety and

operation, notify the Contracting Officer, in advance, of any cranes entering the activity and comply with ASME B30.5 for mobile cranes and ASME B30.22 for articulating boom cranes. Cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and the Corps of Engineers Manual EM 385-1-1. Further requirements shall be, provided at the Pre-Con, if required.

- 20 **WORK IN CONFINED SPACES:** In addition to the requirements of Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6), comply with the following paragraphs. Any potential for a hazard in the confined space requires a permit system to be used.
- 20.2 Confined Space Signage: Provide permanent signs integral to or securely attached to access covers for permit-required confined spaces provided by this contract. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of 25 mm (one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m (5 feet).
- 20.3 Entry Procedures: Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) Review all hazards pertaining to the space with each employee during AHA process.
- 20.4 Forced air ventilation is required for all confined space entry operations. Maintain minimum air exchange requirements to ensure exposure to any hazardous atmosphere is kept below its' action level.
- 20.5 Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
- 21 **ENVIRONMENTAL PROTECTION REQUIREMENTS:** The Contractor shall comply with all applicable environmental protection requirements as well as Federal, State and Local Laws. The Contractor shall comply with the Executive Order 12856, EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (EPCRA); Section 313 requires that all releases of the chemicals in the section 40 of the Code of Federal Regulation (CFR) 372 report to the State Emergency Response Commission and EPA. The Contractor is required to provide the amount in pounds of listed chemicals released in the environment to the Contracting Officer.
- 22 **CONTRACT ADMINISTRATIVE REQUIREMENTS:**
- 22.2 **REQUIRED INSURANCE:** The Contractor shall procure and maintain during the entire period of performance under this contract insurance at a level that satisfies all State minimum requirements for General Liability, Automobile Liability, and Worker's Compensation.
- 22.3 **LICENSES/PERMITS:** Obtain all appointments, licenses, and permits required to perform work under this contract at no additional expense to the Government. Comply with all applicable federal, state, and local laws, and base regulations and procedures.

Provide evidence of such permits and licenses to the Contracting Officer before work commences and at other times as requested by the Contracting Officer (see FAR 52.236-7, Permits and Responsibilities). The Contractor will coordinate permit applications with the Navy.

- 23 **ACTIVITY REGULATIONS:** The Contractor and their employees shall become acquainted with and obey Activity regulations as posted or as requested by the Contracting Officer. Keep within the limits of the work and avenues of ingress and egress. Wear hard hats in designated areas. Do not enter restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.
- 24 **PROPRIETARY RIGHTS:** All field notes, design drawings, specifications, and other documents collected and produced as part of this contract shall be, considered property of the Government. Data shall not be used, in whole or part, published or unpublished, as a part of any technical or non-technical presentation without written pre-approval of the Contracting Officer.
- 25 **PROTECTION OF GOVERNMENT PROPERTY.** Take special care to protect Government property. Return areas damaged as a result of construction under this contract to their original condition. In addition to FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, perform the following:
- 25.2 Remove or alter existing work or facilities in such a manner as to prevent injury or damage to any portion of the existing work or facilities that remain.
- 25.3 Repair or replace portions of existing work altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.
- 25.4 Preserve the natural resources in accordance with the approved environmental protection plan.
- 26 **ORAL MODIFICATION:** No oral statement by any person other than the Contracting Officer, as provided in the contract clause entitled, "CHANGES AND CHANGED CONDITIONS," will in any manner or degree modify or otherwise affect the terms of this contract.
- 27 **NO WAIVER BY THE GOVERNMENT:** The failure of the Government in any one or more instances to insist upon strict performance to any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or options on any future occasion.
- 28 **CONTRACTOR INVOICES:**
- 28.2 See contract clause 52.232-7006 Wide Area Workflow Payment Instructions
- 28.3 Payment shall be, made on Contractor's submission of itemized requests and will be subject to reduction for overpayments or increased for underpayments from previous payments. Progress payments will be based on the percent of work complete in

accordance with the schedule of values. The Government may withhold payment or reduce payments for the following:

28.3.1 Defects in material or workmanship.

28.3.2 Claims the Government may have against the Contractor under or in connection with this contract.

28.3.3 Contractor's failure to submit an updated schedule.

28.3.4 Payroll violations.

28.3.5 Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor.

28.3.6 Payments may be made for materials, stored off construction sites, under the following conditions specified in FAR 52.232-5(b) Payments Under Fixed Price Construction Contracts:

28.3.7 Materials adequately insured and protected from theft and exposure.

28.3.8 Materials not susceptible to deterioration or physical damage in storage or in transit to the job site are acceptable for progress payments. Items such as steel, machinery, pipe and fittings and electrical cable are acceptable, but items such as gypsum board; glass, insulation and wall covering are not.

28.3.9 Materials in transit to the job or storage site are not acceptable for payment.

29 . **PROJECT EXECUTION REQUIREMENTS:**

29.2 **QUALITY CONTROL (QC) PLAN:** The Contractor shall provide and maintain an effective quality control program that complies with the Contract Clause entitled "Inspection of Construction." The Contractor's Quality Control Program through inspection and reporting shall document compliance of all work with the standards established by the contract document. The Contractor's Quality Control (CQC) program shall include daily inspections and provide for a daily report of CQC activity. Submit a QC Plan for Government review and acceptance. The QC plan shall include the following:

29.3 **NAMES, QUALIFICATIONS and RESPONSIBILITIES:** Name of individual who will be responsible for QC on site.

29.4 **OUTSIDE ORGANIZATIONS** (as applicable): Outside organizations, including architectural and consulting engineering firms and a description of the services these firms will provide.

29.5 **INITIAL SUBMITTAL REGISTER (DESIGN & CONSTRUCTION):** Include submittal reviewer, estimated date of delivery, and identify which design submittals require Government approval prior to construction, and which construction submittals require DOR or Government approval prior to construction.

29.6 **TESTING LABORATORIES:** Accredited laboratories as applicable.

29.7 **TESTING PLAN AND LOG:** Tests required, referenced by specification paragraph number requiring the test, frequency, and person responsible for each test as applicable.

- 29.8 **LIST OF DEFINABLE FEATURES:** A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, and has the same control requirements and work crews.
- 30 **COMMUNICATION PLAN:** Provide a plan for key decisions and possible problems the Contractor and Government may encounter during the project. At a minimum, the Communication Plan shall indicate the frequency of QC meetings and what information is covered in those meetings, key decision points tied to the schedule, and required coordination efforts.
- 31 **The Contractor shall use the Three Phases of Control process for construction QC.**
- 31.2 **Preparatory Phase:** Review all applicable documents for compliance with all applicable laws, codes, regulations, and the requirements of the contract, including contract drawings and specifications. Determine requirements for testing and certification. Review submittal approvals for materials, equipment, shop drawings, and applicable methods of construction and installation. Include all Preparatory Phase items in the QC Report.
- 31.3 **Initial Phase:** Observe and inspect the initial portion of the work performed under a DFOW to establish the quality of the workmanship, resolve conflicts in construction, ensure that testing is done and certified as required, and to check all work procedures to ascertain the work is in conformance with required safety requirements. Record and report nonconforming work and work not of acceptable quality and requiring correction or rework. Include all Initial Phase items, along with initial phase checklist and, in the QC Report.
- 31.4 **Follow-Up Phase:** Occurs at the completion of each DFOW. Ensure the work is in compliance with contract requirements, quality of workmanship for all work is maintained, and all work performed meets safety requirements. Include all Follow-Up Phase items, including date, in the QC Report.
- 31.5 **Contractor must possess a current certificate of completion:** of the Army Corps of Engineers NAVFAC Contractor Quality Management (CQM) Training. The Contracting Officer may have the option of waiving the requirement only once, if the Contractor is new to NAVFAC contracts.
- 31.6 **SUPERVISION REQUIREMENTS:** In accordance with FAR Clause 52.236-6, Superintendence by the Contractor, at all times during performance of this contract and until the work is completed and accepted, the contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the contractor. The superintendent shall be fluent in English.
- 32 **SCHEDULING WORK PROCEDURES AND OUTAGES:** Schedule work construction for minimal impact on normal Government operation that involve designated area.

- 32.2 Prior to construction work, the Contractor shall meet with the assigned COR for construction approval of scheduling and sequence of construction/ or outages.
- 32.3 The Government's normal hours of operation are 0700 to 1630 Monday through Friday, excluding Government holidays.
- 32.4 If the Contractor decides to work other than normal hours/working days, they shall submit a request to the QA for approval 3 days prior to the work.
- 33 **UTILITY LOCATIONS AND VERIFICATION PRIOR TO EXCAVATION:** If applicable, obtain appropriate digging permit from Base personnel through the FEAD office prior to digging. Maintain all markings during utility investigation throughout the contract. “At the contractor’s expense, all underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department.”
- 33.2 **Physically verify underground utility:** locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Use hand digging within three feet of a known utility. If construction is parallel to an existing utility, expose the utility by hand digging every 100 feet if parallel within five feet of the excavation.
- 33.3 **UTILITIES WITHIN CONCRETE SLABS:** Utilities located within concrete slabs are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems shall be, executed in circumstances where utilities are not positively identifiable. Use of historical drawings and data shall not alleviate the contractor from meeting this requirement.
- 34 **CONDUCT OF ELECTRICAL WORK:**
- 34.2 Follow electrical safety criteria specified in UFC 3-560-01, USACE EM 385-1-1, and NFPA 70E during the conduct of all work. As delineated in USACE EM 385-1-1 electrical work shall be, conducted in a de-energized state unless there is no alternative method for accomplishing the work.
- 34.2.1 **Energized Work:** energized work requires a permit and shall be, obtained from the *Commanding Officer*.
- 35 **CONTRACTOR WORK SITE:**
- 35.2 Contractor shall limit use of the premises for work and for storage of material and equipment associated with the contract. Unless otherwise specified or separately agreed to, Government owned material handling equipment, transportation equipment or general tools will not be available for Contractor’s use.
- 35.3 Clean work area daily and after completion of the work, removing all loose debris and disposing of all non-permanent materials IAW the contractor’s Waste Management Plan. Submit a monthly summary of removed solid waste in weight to assigned COR.

- 35.4 TEMPORARY FACILITIES** (if applicable): The Contractor may provide his own office facilities/fencing; coordinate and obtain advance approval from the COR. Submit a location plan of temporary facilities indicating requested utility connections. Provide and maintain suitable sanitary facilities within the construction limits of the contract. Dispose of sanitary waste in accordance with the applicable laws, and local regulation at no cost to the Government.
- 35.5 CONTRACTOR FURNISHED EQUIPMENT:** Equipment is subject to the inspection and approval of the COR, prior to and during the life of the contract.
- 36 **CONTRACTOR'S PRODUCTION REPORT:** Complete the reports weekly unless otherwise requested by the Contracting Officer. Reports at a minimum shall include:
- 36.2 Worker hours by classification, move-on and move-off of construction equipment furnished by the prime, subcontractor or the Government, and materials and equipment delivered to the site.
- 36.3 Safety meetings checks and inspections.
- 36.4 Disposition of Construction Waste Material (See Section 17)
- 36.5 Design and Construction Issues: Including, but not necessarily limited to:
- 36.5.1 Check all Contract Documents for correctness and correlation. If the Contractor notes any discrepancy or ambiguity; immediately notify the assigned COR.
- 36.6 Examine the work site as to conditions affecting the work. Field verifies the site and scope of work, including but not limited to the measurement and location of all significant items required to perform the work.
- 37 **CLEANING / REMOVAL/ SALVAGE and DISPOSAL OF WASTE:**
- 37.2 Cleaning project area of materials and rubbish, resulting from the contractors work is the property and responsibility of the contractor. Keep the premises free of debris, accumulation of waste materials, rubbish, tools and all surplus materials at all times.
- 37.3 Generated Waste shall be, removed from Government property, during and before the completion of the project by the contractor or contractors.
- 37.4 Salvage, report and submit with each invoice the amount (by weight) and type of materials salvaged for sale, reused and or recycled. Provide destination, means of transportation, cost of transportation and handling, tipping fee saving and revenue generated for each material.
- 37.4.1 Disposal of generated waste from project should occur during and before the completion of the project, with all generated debris removed from Government Property upon completion of project. The Contractor shall report/submit with each invoice the amount of waste (by weight) and type of waste materials disposed of in a landfill or incinerator, the tip fee per ton, and the total cost of disposal including transportation costs, container rental costs, etc.
- 37.5 **WASTE MANAGEMENT:** Contractor shall reduce, recycle or salvage as much waste material as possible with a goal of diverting at least 50% of construction waste from landfill. Address waste reduction, recycling and salvage.
- 38 **INSPECTION AND ACCEPTANCE REQUIREMENTS:** All work is subject to inspection during the work and upon completion of the work. Any corrective discrepancies need to meet the satisfaction of the Government prior to presenting an invoice for payment.

At the 75% completion point, the assigned COR will conduct a RED ZONE checklist review with the Contractor.

**39 POST- CONSTRUCTION SUBMITTALS:**

**39.2** As-Built Drawings: The contractor shall provide 1 hard copy and the file on CD to reflect the as-built construction changes.

**39.3** Operation and Maintenance Manual: The Contractor shall provide one complete set of Operations and Maintenance Manuals (O&MM) for the system or systems and CD of information. O&MM sections shall include, at a minimum, the following sections: General Description, Detailed Description, Systems Description, Operation (all modes), Maintenance, Troubleshooting, Manufacturers Literature (catalog cuts), and Bill of Material.

**39.4** DD Form 1354 to reflect the construction cost.

**40 WARRANTY:**

**40.2** Warrant all materials and work for not less than one year after final acceptance of the work, except as otherwise indicated in this RFP. If required to provide remedial repair of previously installed work due to latent defect or unacceptable work performance, warrant the repaired work for one year after the completion and acceptance of the repair.

**40.3 Warranted items:** furnish the manufacturers' original written warranty accompanied by a copy of the supplier's receipt showing place of purchase, telephone number of supplier, address, delivery order number and or a ticket number.

**41 TRANSMITTER REQUIREMENTS:**

**41.2** The base policy concerning the use of transmitters such as radios, cell phones, etc., shall be, adhered to by all Contractor personnel. They must also obey Emissions control (EMCON) restrictions.

**42 HAZARDOUS MATERIAL EXCLUSIONS: N/A**

\*\*\*\*\***END OF CONTRACT**\*\*\*\*\*

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AHU ABATEMENT FFP REMEDIATE MOLD FROM AHU 3 AT BLDG 4711 AT NAS KINGSVILLE, TX. PERIOD OF PERFORMANCE WILL BE A TOTAL OF 50 CALENDAR DAYS INCLUDING DESIGN, DESIGN APPROVAL, AND CONSTRUCTION. FOB: Destination	1	Job		

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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	06-NOV-2015	1	PWD KINGSVILLE INSPECTOR OF RECORD 201 NIMITZ AVE, BLDG 4711 KINGSVILLE TX 78363-5103 361-516-6044 FOB: Destination	N45974

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)



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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013

52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payments	APR 2012
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Canadian Commercial Corporation.	JUL 2012
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

Project Cost	Liquidated Damages Per Calendar Day
\$ 2,000 - 25,000	\$ 80
25,000 - 50,000	110
50,000 - 100,000	140
100,000 - 500,000	200
Each additional \$100,000 - add \$50	

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

## 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 **DO-C2** rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.  
(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2015)

(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 (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iii) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (APR 2015).

(ix) 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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to ontracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (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.)

(vi) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute 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).

(viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States the 50 States and the District of Columbia).

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

(xi) 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[supreg] 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).

(xii) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (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).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xiv) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xv) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 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 (AUG 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 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):

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

DFARS: <http://www.acq.osd.mil/dpap/dars/index.html>

NMCARS: [http://acquisition.navy.mil/policy\\_and\\_guidance/nmcars\\_nmcag](http://acquisition.navy.mil/policy_and_guidance/nmcars_nmcag)

NFAS: <http://acq.navfac.navy.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)

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

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

(End of provision)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

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

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

(End of clause)

#### 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
---	---

44.2%

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 **KLEBERG COUNTY, TX**

(End of provision)

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

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
<b>Item 1</b>			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____
<b>Item 2</b>			
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)

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

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

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

##### **PAYMENT BOND OR 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 15 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)

#### 52.236-27 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--

**16 July at 0900**

(c) Participants will meet at--

**SEE PROJECT SPECIFIC INFORMATION AT TOP OF SOLICITATION**

(End of provision)

#### 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):

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

DFARS: <http://www.acq.osd.mil/dpap/dars/index.html>

NMCARS: [http://acquisition.navy.mil/policy\\_and\\_guidance/nmcars\\_nmcag](http://acquisition.navy.mil/policy_and_guidance/nmcars_nmcag)

NFAS: <http://acq.navfac.navy.mil>

(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.

5252.212-9300 Commercial Warranty.

COMMERCIAL WARRANTY (NOV 1998)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

FAC 5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

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

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

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

(c) Real Property Interests:

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

(d) Persons Proposed as Individual Sureties:

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

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

**5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NOV 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.

Additional Vendor information is also available at [http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information). Here you will find information on "Getting Started" as well as "Quick Reference Guides".

(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, email address [cscassig@csd.disa.mil](mailto: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:

\*\*\*SEE WAWF CLAUSE\*\*\*

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) or email address of [CCL-EC-Navy-WAWF-helpdesk@dfas.mil](mailto:CCL-EC-Navy-WAWF-helpdesk@dfas.mil), or the NAVFAC WAWF point of contact identified above in section (d). (End of clause)

#### 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 \_\_\_\_\_.

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 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 95)

Within 15 days of contract award, prior to commencement of the work, the contractor will meet in conference with representatives of the contracting officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section 00800 - Special Contract Requirements

252.232-7006 WAWF

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

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

**Contract number, typically in the form N69450-14-M-1234, for example.**

(1) Document type. The Contractor shall use the following document type(s).

**Naval Construction/Facilities Management Invoice**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**Inspection – N45974**

**Acceptance – N45974**

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N69450
Admin DoDAAC	N45974
Inspect By DoDAAC	N45974
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N45974
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.  
joel.overson@navy.mil

(6) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**WAWF Technician: Dana Villarreal (361)516-6210 dana.villarreal@navy.mil**  
**Contracting Officer: Deno Stamos (361)516-6044 deno.stamos@navy.mil**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.  
(End of clause)

52.222-99 MINIMUM WAGE

**52.222-99, Establishing a Minimum Wage for Contractors. (DEVIATION)**

The contracting officer shall insert the following clause in solicitations and resultant contracts that include the FAR clause 52.222-6 and/or 52.222-41, and work is to be performed in whole or in part in the United States (the 50 States and the District of Columbia).

**ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS  
(DEVIATION 2014-O0017) (JUNE 2014)**

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

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

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

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

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

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

(End of clause)

WAGE DETERMINATION

General Decision Number: TX150195 01/02/2015 TX195

Superseded General Decision Number: TX20140195

State: Texas

Construction Type: Building

County: Kleberg County in Texas.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015

ASBE0087-002 01/01/2014

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 21.17	8.77
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BOIL0531-001 01/01/2013

Rates	Fringes
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Boilermaker.....	\$ 22.71	20.63
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\* IRON0263-019 12/01/2013

Rates	Fringes
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Ironworker, reinforcing and structural.....	\$ 22.70	5.35
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LABO0154-001 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.98	3.49

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PLUM0142-003 09/20/2013

	Rates	Fringes
Plumber.....	\$ 29.80	10.10

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SUTX2009-050 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 19.67	0.00
CARPENTER.....	\$ 13.18	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27	0.00
ELECTRICIAN.....	\$ 20.00	3.11
LABORER: Common or General.....	\$ 8.08	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.80	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.26	0.00
ROOFER.....	\$ 13.64	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00

TRUCK DRIVER.....\$ 11.24      0.35  
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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)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### 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