| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. N69450-15-R-1105 | 2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 3. DATE ISSUED 06-Feb-2015 | PAGE OF PAGES 1 OF 179 |
|---|---|---|---|---|

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

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

| 7. ISSUED BY CODE N69450 | 8. ADDRESS OFFER TO (If Other Than Item 7) CODE |
|---|---|
| NAVFAC SOUTHEAST<br>IPT SOUTH ATLANTIC<br>BLDG 135, PO BOX 30<br>NAS JACKSONVILLE<br>JACKSONVILLE FL 32212-0030 | **See Item 7** |
| TEL: FAX: (904) 542-6104 | TEL: FAX: |

| 9. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) |
|---|---|---|
| | ERIC N. BINDERIM | 904-542-6181 |

**SOLICITATION**

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

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

Job Order Contract (JOC)
NS Guantanamo Bay, Cuba

THIS ACQUISITION IS BEING SOLICITED INVITING FULL AND OPEN COMPETITION

THE NAICS CODE FOR THIS PROCUREMENT IS 236220

SITE VISIT 04 MARCH 2015: A SITE VISIT HAS BEEN SCHEDULED FOR 04 MARCH 2015. SEE SECTION L OF THIS SOLICITATION FOR DETAILED INFORMATION.

PPI DEADLINE: 12 MARCH 2015 PRE PROPOSAL INQUIRIES (PPI) MUST BE SUBMITTED USING THE TEMPLATE PROVIDED.

PROPOSAL DUE DATE: 02 APRIL 2015

SEED PROJECT: Refurbish AV600 Hangar Bay Floor, NS Guantanamo Bay, Cuba
See Section L & M

11. The Contractor shall begin performance within 15 calendar days and complete it within _____ calendar days after receiving [X] award, [ ] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. (See _____ .)

| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) [X] YES [ ] NO | 12B. CALENDAR DAYS 10 |
|---|---|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is, [ ] is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## SOLICITATION, OFFER, AND AWARD (Continued)

*(Construction, Alteration, or Repair)*

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

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

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

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

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

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

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

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

21. ITEMS ACCEPTED:

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

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

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

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

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

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

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001 | | 30,000,000 | Each | | |

JOC for NS Guantanamo Bay
FFP
The intention of this solicitation is to obtain minor construction, alteration and repair of real property and utilities by means of a fixed price Indefinite Delivery-Indefinite Quantity Job Order contract. Incidental engineering usually performed at the supplier level in the form of submittals is included in this solicitation. The performance of work is located within U. S. Naval Station, Guantanamo Bay, Cuba. The contract provides for a base period of twelve (12) months and up to four (4) additional option periods for a total contract period of sixty (60) months to be exercised at the discretion of the Government. Delivery or performance periods shall be specified in individual task orders.

***Precise dates to be specified at time of award***
Base Period: 365 days from date of award.
Option Period 1: 365 days from date of exercise of option.
Option Period 2: 365 days from date of exercise of option.
Option Period 3: 365 days from date of exercise of option.
Option Period 4: 365 days from date of exercise of option.
FOB: Destination

NET AMT

SCHEDULE OF SERVICES

| Line Item | Description | COEFFICIENT |
|---|---|---|
| Pre-Priced (RS Means) | **NS Guantanamo Bay (B.5)** | |
| SLIN 000101 | Material and Equipment Coefficient | |
| SLIN 000102 | Labor Coefficient | |
| Pre-Priced (RS Means) | **JTF Camps (B.8)** | |
| SLIN 000103 | Material and Equipment Coefficient | |
| SLIN 000104 | Labor Coefficient | |
| | **NON Pre-Priced (B.6)** | |
| SLIN 000105 | Material and Equipment Coefficient | |
| SLIN 000106 | Labor Coefficient | |
| Pre-Priced (RS Means) | **Lead Based Paint and Asbestos (B.7)** | |
| SLIN 000107 | Material and Equipment Coefficient | |
| SLIN 000108 | Labor Coefficient | |

For price proposal purposes and evaluation purposes, the following estimated workload is anticipated on each SLIN:

**B.5 NS Guantanamo Bay: $15M over life of contract**
SLIN 000101: $10M
SLIN 000102: $5M
**B.8 JTF Camps: $10M over life of contract**
SLIN 000103: $6.5M
SLIN 000104: $3.5M
**B.6 JTF Camps: $2.5M over life of contract**
SLIN 000105: $1.7M
SLIN 000106 $800K
**B.7 Lead Based Paint and Asbestos: $2.5M over life of contract**
SLIN 000107: $1.25M
SLIN 000108: $1.25M

SUPPLIES/SERVICES AND PRICES
**TABLE OF CONTENTS**


| PARAGRAGH NUMBER | TITLE |
|---|---|
| B.1 | DESCRIPTION |
| B.2 | SERVICES AND PRICES |
| B.3 | OFFERS |
| B.4 | COEFFICIENT FACTOR |
| B.5 | PRE-PRICED COEFFICIENT FACTOR |
| B.6 | NON-PREPRICED COEFFICIENT FACTOR |
| B.7 | LEAD BASED PAINT & ASBESTOS COEFFICIENT FACTOR |
| B.8 | JTF CAMPS COEFFICIENT FACTOR |
| B.9 | UNIT PRICE BOOK (UPB) |
| B.10 | CONTRACTOR PHASE-IN |
| B.11 | CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE |
| B.12 | CONTRACT EPP, QC PLAN |
| B.13 | TASK ORDER |

B.14 PARTNERING

**B.1 DESCRIPTION**

The intention of this solicitation is to obtain minor construction, alteration and repair of real property and utilities by means of a fixed price Indefinite Delivery-Indefinite Quantity Job Order contract. Incidental engineering usually performed at the supplier level in the form of submittals is included in this solicitation. The performance of work is located within U. S. Naval Station, Guantanamo Bay, Cuba. The contract provides for a base period of twelve (12) months and up to four (4) additional option periods for a total contract period of sixty (60) months to be exercised at the discretion of the Government. Delivery or performance periods shall be specified in individual task orders.

**B.2 SERVICES AND PRICES**

The Contractor shall perform all functions specified in Section C in accordance with the scope of work contained in individual Task Orders under this contract.

Construction projects are issued as firm fixed price Task Orders. The Task Order amount is derived by identifying the appropriate bare cost line items in the Unit Price Book (UPB) necessary to satisfy the technical specification and requirements of the project. The appropriate Coefficient is then applied to arrive at the total Task Order amount.

**B.3 OFFERS**

B.3.1 Each Offeror submitting a proposal must submit the coefficient as a numeric expression. For example, a numeric expression is an expression described as 1.15. The coefficient may be carried up to two (2) decimal places only. Do not describe the coefficient as a percentage.

B.3.2 Offerors shall submit a proposal for all the coefficients in Sub Line Items (SLINs) 000101 thru 000108. The coefficient for the base year and option years shall remain the same throughout the life of the contract. The coefficient shall reflect work to be completed during both normal and other than normal working hours. It is anticipated that most of the work performed will be during normal working hours. The contractor shall submit a cost breakdown supporting the proposed coefficients.

**B.4 COEFFICIENT FACTOR (Overview)**

| Line Item | Description | COEFFICIENT |
|---|---|---|
| Pre-Priced (RS Means) | **NS Guantanamo Bay (B.5)** | |
| SLIN 000101 | Material and Equipment Coefficient | |
| SLIN 000102 | Labor Coefficient | |
| Pre-Priced (RS Means) | **JTF Camps (B.8)** | |
| SLIN 000103 | Material and Equipment Coefficient | |
| SLIN 000104 | Labor Coefficient | |
| | **NON Pre-Priced (B.6)** | |
| SLIN 000105 | Material and Equipment Coefficient | |
| SLIN 000106 | Labor Coefficient | |
| Pre-Priced (RS Means) | **Lead Based Paint and Asbestos (B.7)** | |
| SLIN 000107 | Material and Equipment Coefficient | |

| | | |
|---|---|---|
| SLIN 000108 | Labor Coefficient | |

B.4.1 The coefficient factor is the Contractor's multiplier for locality adjustment, sales taxes (if applicable), overhead, and profit. The coefficient also includes any locality adjustments, sales taxes (if applicable), overhead, and profit for subcontractors hired by the JOC Contractor. No additional compensation for utilizing subcontractors will be paid by the Government.

B.4.2 The coefficient factor will remain unchanged for the entire term of the contract. Any anticipated year to year cost increases associated with the coefficient should be factored into the Offeror's coefficient bid.

B.4.3 The following is a representative list of items that are indicative of, but not limited to those that the Contractor is expected to provide as part of normal overhead cost.

- Prime Contractor's overhead and profit.
- Sub Contractor's overhead and profit.
- Salaries of personnel required to operate and manage the contract, information technology and computer equipment required to manage the contract, off base storage facilities, offices, administrative supplies, office equipment, incidental engineering, job site supervision, vehicle operations and maintenance expenses and telephone charges.
- Bond Premiums
- Insurances
- Base labor rate mark-ups (To include lodging, per diem, escalation, etc.)
- Mobilization and demobilization (Phase-in and Phase-out Costs)
- Berthing
- Submittals and job planning
- Incidental engineering
- Company officers, site superintendents and support staff
- Quality control and inspections, to include costs associated with preparation and submittals, etc.
- Supervision and Management for Safety Requirements
- Transportation (Costs for purchase of equipment and vehicles, maintenance, operations, fuel, inspection, etc.)
- Costs associated with utility scopes, facility protection, safety (personal protection equipment) and fire protection.
- Costs associated with compliance to security requirements
- Compliance with environmental laws (overhead (indirect)) costs associated with performing work in compliance with EPA/OSHA, and individual Station regulations, including obtaining any necessary licenses and permits, Dig Permits, outages, reporting requirements, training, etc.)
- Employer's portion of taxes such as FICA, unemployment compensation, and fringe benefits
- Differences in Federal and State Unemployment costs, Builders Risk Insurance and Public Liability costs
- Work described in the contract that states the contractor shall perform at no additional cost to the Government: All costs associated with computer hardware/software applications.
- All costs associated with computer hardware/software to enable electronic correspondence with the Government. Production of AutoCAD requirements. Subscription purchase in the CCB.
- Damaged Material, Waste and Excess Quantities associated with Completed-in-Place Construction Quantities. (All prices in R.S. MEANS Cost Data Books are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs that are included within the contract coefficient unless explicitly stated otherwise. Quantities used on

individual task order proposals shall be taken from field measurement, as appropriate, without allowance for waste.)

... Customary small tools or equipment provided by the company or worker. (See Table B.4.3.1)

(1) In addition to the aforementioned items, the following UPB line items are not allowed in the Contractor's estimate as unit price line items. Such line items should be factored into the Offeror's coefficient.

011131.20 Construction management fees
012116.50 Contingency allowances
012155.50 Job conditions allowance
012163.10 Taxes
013113.20 Field personnel
013113.30 Insurance
013110.40 Main office expense
013113.50 General Contractor's mark-up
013113.70 Overhead
013113.90 Performance bond
013213.50 Scheduling
015113.80 Temporary Utilities
015213.20 Field offices sheds and storage
015213.40 Field office expense
015409.50 Personnel protection equipment
015409.60 Safety nets

## Table B.4.3.1

Airlines (drop line)
All hand tools
Awl
Axes
Barricades, Safety
Barrier tape
Bolt cutters
Broom
Brushes
Cable cutters
Cable pullers/Hoist (hand held)
Can Opener
Caulking Gun
Caulking/Yarning Irons
Chain Saw
Chisels
Clamps
Cleaning Equipment (hand held)
Compressor (sized as required to run tools)
Conduit bender
Crow Bars
Dividers

Drift Pins
Drill, pneumatic
Drill, pneumatic bits (up to 1¼ dia.)
Drill, Motors (hand held)
Drill, Bits
Drill, Hole Saw
Drill, Rotary hammer (up to 1 ¼ dia.)
Extension Cords
Files (hand held)
Fish tapes
Flash Lights
Floats (hand held)
Gloves
Groover, Pipe (hand held)
Hacksaws
Hammer, Jack
Hammers, hand
Hammers, chipping
Hot Tap (hand held)
HEPA Vacuum
Industrial Vacuum
Jack, Hydraulic (12 tons or less)
Knives
Ladders (step to 12’ and extension to 24’)
Lead Pot and Ladle
Levels
Levels, Builders
Level, laser
Lighting, Temporary
Miter Box
Nail Gun, Pneumatic
Nail Sets
Paint Equipment
Personal Protective Equipment
Picks
Planes, (hand held)
Planes, Electric, (hand held)
Pliers
Plumb Bob
Powder Actuated Fastening
Pot Hook
Punches
Rake
Rasps (files)
Reinforcing steel, Shear and Bender
Rivet Sets (Light, hand held)
Rollers-Flooring

Rulers
Safety Equipment (PPE)
Safety fencing (orange plastic)
Sanders (hand held)
Saws, Hand
Saws, Electric Hand, Circular
Saws, Electric Hand, Reciprocating
Saws, Backsaws and Miter Box
Saws, Power Miter Box
Saw Horses
Scaffolding
Scrapers (hand held)
Screw Drivers
Screw Drivers, Electric
Scribers
Shears (hand held)
Shovels
Signage
Sledgehammers
Squares
Staplers, Air/Hand Steel Framing Tools,
Lightweight Steel Framing
Tampers (hand held, non- powered)
Tapelines
Tarpaulins
Temporary lighting (min. 400 square feet)
Tin Snips
Torch, hand
Torch Igniters
Trash Receptacles
Trowels (non-powered, hand held)
Tool Boxes (personal)
Traffic cones
Tubing Cutters (hand held, non-powered)
Vacuum, wet/dry (5 gal)
Vehicles (up to 1.5 ton)
Vice
Volt Meter, volt/ohm meter
Wheel Barrow (non- powered)
Wire Strippers
Wrenches

These items are indicative of, but not limited to, those that the Contractor is expected to provide as part of normal overhead cost.

**B.5 PRE-PRICED COEFFICIENT FACTORS**

### B.5.1 PRE-PRICED COEFFICIENT FACTOR FOR LABOR

The Pre-Priced Coefficient Factor for Pre-Priced Labor Line Items is the multiplier applied to the bare cost labor line items listed in the UPB (Unit Price Book – See Section B.9.4) incorporating the Cost Qualifier rate.

### B.5.2 PRE-PRICED COEFFICIENT FACTOR FOR MATERIALS AND EQUIPMENT

The Pre-Priced Coefficient Factor for Materials & Equipment is the multiplier applied to the bare cost materials and equipment line items listed in the UPB (Unit Price Book – See Section B.9.4) incorporating the Cost Qualifier rate and sale taxes (if applicable). Shipping costs of materials will be considered a bare direct material cost and multiplied by the Pre-Priced Coefficient Factor for Materials and Equipment.

## B.6 NON PRE-PRICED COEFFICIENT FACTORS

Only when specific line items are not contained in the UPB, or have not been added as a pre-priced item via contract modification, may the Contractor use non pre-priced line items. Non pre-priced line items are shown in the Contractor's estimate as bare cost. Separate coefficients shall be applied to labor line items and materials & equipment line items in the same manner as discussed in Section B.5 for pre-priced line items, except the City Cost Index rate does not apply since the prices quoted shall be equivalent to the local geographical area. Items identified in Section B.4.3 should be factored into the Offeror's coefficients.

For non-pre-priced items, the contractor shall provide the following for each component or task required:

- Item Description
- Direct Labor Hours
- Labor Rate
- Crew Size and description of personnel
- Hourly fringe benefit rate for trade performing task
- Description of proposed material
- Number of units of material
- Cost per unit of material (direct bare costs only)
- Description of proposed equipment
- Time for which equipment will be required
- Rental rate for equipment (direct bare costs only) as provided in the latest version of the Army Corps of Engineers' Manual EP 1110-1-8, Construction Equipment Ownership and Operating Expense, Region XI (Puerto Rico), unless renting new equipment, and then vendor quotes are required.

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

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

b. Work schedule.

c. Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by the Contracting Officer, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed unit price (or demolition price if appropriate) that shall include all costs required to accomplish the non-pre-priced task.

d. The total extended price for the non-pre-priced task will be determined by multiplying the unit price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by Contractor's non pre-priced coefficient adjustment factor.

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

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

## B.7 LEAD BASED PAINT AND ASBESTOS COEFFICIENT FACTOR

The lead based paint and asbestos coefficient factor is the multiplier applied to the bare total cost line item listed in the UPB for all work related to R.S. Means' division 02 82 Asbestos Remediation, division 02 83 Lead Remediation and division 02 91 Chemical Sampling, Testing and Analysis.

Lead and Asbestos personnel must be trained and licensed in the State of Florida or a state with equivalent requirements.

Line items for Equipment under R.S. Means division 02 82 are not allowed. Items identified in Section B.4.3 and related items shall be factored into the Offeror's coefficient.

The total price is calculated by combining the R.S. MEANS Bare Costs, appropriate R.S. MEANS Qualifier Rate (as defined in Section B.9.4), then multiplying that result by the Lead Based Paint and Asbestos Coefficient factor.

## B.8 JTF CAMPS COEFFICIENT FACTOR

The JTF Camps coefficient factor is the multiplier applied to the adjusted Pre-priced and Non-Pre-priced costs for all work within the Joint Task Force area of operations subject to the following conditions: Additional security procedures, personnel limitations, or schedule constraints. Conditions that may warrant schedule constraints may include providing quiet prayer time, work stoppage due to commission schedule, or military supervision requirements. Items identified in Section B.4.3 and related items shall be factored into the Offeror's coefficient.

Costs associated to work required within the JTF camps which are subject to the restrictions identified above shall be determined by first following the Pre-Priced and Non-Pre-Price guidelines outlined in Sections B.5 and B.6. Then the total price is calculated by multiplying the adjusted pre-priced and non-pre-priced costs by the JTF Camps Coefficient factor.

## B.9 UNIT PRICE BOOK (UPB)

The UPB is the Complete Cost Works R.S. Means Cost Data Set (Complete Library), to include the Cost Works Estimator. All R.S. Means unit prices include various actions/descriptions of work, etc., all as defined in the section "How to use the Book: The Details." For example, production rates shall be used for developing man-hours for both Pre-Priced and Non Pre-priced items. Labor cost break down include worker's breaks, materials, delivery to job site, travel, etc. The current year UPB in effect at time of award shall be used through December 31st of award year. Beginning January 1st, the next newly published edition will be used again through December 31st. This methodology shall apply for the entire term of the contract. Partial year price updates published by the R.S. Means are not allowed. R.S. Mean's unit price books are published by Reed Construction Data. More information may be obtained by visiting www.rsmeans.com .

B.9.1 Computerized Pricing Guide

The Contractor shall provide the government R.S. Means Cost Data estimating data including all necessary licenses for 16 users (10 online licenses, 6 CD software licenses and 5 sets of books). The Contractor shall provide the annual replacements to the online licenses, software licenses and books throughout the life of the contract. The software and books shall remain the property of the Government upon the completion of the contract.

The Contractor must purchase their own licenses for the databases annually and provide formal training for their own staff.

B.9.2 Program/Computer Training

The Contractor shall provide R. S. Means training for the software and books identified within thirty days after the contract start date for all Government users. The Contractor shall also provide training within thirty days after the release of annual updates to the software and books for all Government users upon issuance of additional contract options. This may be rescheduled at the discretion of the Contracting Officer.

B.9.3. Bare Cost

Only prices in the "Bare Labor, Bare Material, Bare Equipment and Bare Total," columns of the UPB are allowed. The "O&P" column is never used because the JOC uses a coefficient multiplier to cover those costs. Bare Cost is defined as the following:

Material bare cost is material with no overhead or profit included.
Equipment bare cost is equipment with no overhead and profit included.
Labor Bare Cost is the base wage rate. Labor bare cost does not include worker compensation insurance, unemployment cost, FICA, builder's risk insurance, public liability cost, employee fringe benefits, or overhead and profit. These costs should be factored in the Offerer's coefficient.

B.9.4. RSMeans Cost Qualifier

Bare costs in the UPB represent the U.S National Average. Contractor shall establish pricing based on the U.S. National Average Cost Data. All Elin Coefficient Cost Factors shall be multiplied by the Bare Cost U.S. National Average Data.

B.9.5. Title Precedence

For pre-priced items, the order of precedence for use of the R.S. MEANS cost data is as identified:

- Building Construction Cost Data
- Mechanical Cost Data
- Electrical Cost Data
- Plumbing Cost Data
- Facilities Construction Cost Data
- Facilities Maintenance & Repair Cost Data
- Commercial Renovation Cost Data
- Heavy Construction Cost Data
- Concrete & Masonry Cost Data
- Residential Cost Data
- Green Building Cost Data
- Site Work and Landscape Cost Data
- Interior Cost Data

- Assemblies Cost Data
- Square Foot Cost Data

**B.10 CONTRACTOR PHASE-IN**

B.10.1The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without interruptions. The Contractor is expected to meet full performance requirements from the start date of the contract. The contractor shall receive and respond to Requests for Proposals, prepare estimates, receive and respond to task orders, and order material and prepare schedules for indefinite quantity work where the actual performance will begin after the contract start date.

B.10.2 The contractor's phase-in plan shall be submitted in their technical proposal and shall include requirements as established in the RFP.

**B.11 CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE**

The guaranteed minimum dollar value of work which will be required under this contract, and which will be initiated by one or more task orders, will not be less than $25,000.00 and will be met with the award of the seed project. The maximum dollar value of the contract is $30,000,000.00. Projects will vary in size from approximately $25,000 to $1,000,000. If the Government's requirements for services set forth in the solicitation do not result in task orders in the amount described as "maximum", the event shall not constitute the basis for an equitable price adjustment under this contract.

**B.12 CONTRACT ENVIRONMENTAL PROTECTION PLAN AND QUALITY CONTROL PLAN**

B.12.1 The contractor is required to submit overall Contract Environmental Protection Plan within ten calendar days after award to the Contracting Officer in accordance with requirements established in UFGS 01 57 19 01 25 Supplemental Environmental Controls (GTMO) in section H.2 of this contract.

**B.13 TASK ORDER**

B.13.1 A task order is a document (DD Form 1155) prepared by the Contracting Officer that is issued to the contractor and unilaterally orders work to be performed. Task Orders will be issued as necessary and may be modified on DD Form SF-30. The minimum quantity and order value for each Task Order issued shall not be less than $25,000.00. The maximum quantity and order value for each Task Order issued shall not exceed $1,000,000.00 (Smaller and larger projects will also be considered on an exceptions basis).

B.13.2 The Government will issue a request for proposal for each proposed task order providing a scope of work and project magnitude (estimated cost range).

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

| | |
|---|---|
| Construction Work with estimated cost range of $25,000 - $100,000 | 10 Government work days |
| Construction Work with estimated cost range of $100,001 - $250,000 | 15 Government work days |
| Construction Work with estimated cost range of $250,001 - $1,000,000 | 20 Government work days |

Revised Proposal times (if required) are as follows:

| | |
|---|---|
| Construction Work with estimated cost range of $25,000 - $100,000 | 4 Government work days |
| Construction Work with estimated cost range of $100,001 - $250,000 | 6 Government work days |
| Construction Work with estimated cost range of $250,001 - $1,000,000 | 8 Government work days |

Concept Study and Construction - as agreed by Contractor and Contracting Officer

Receipt of proposals timeliness (whether early or late) will be reflected in CPARS (Contractor Performance Assessment Reporting System)

B.13.3 All task orders require contractor to conduct a site visit. Contractor shall contact the Government representative in charge of the requirement within one Government work day after the RFP is issued for the purpose of scheduling a site visit with the Supported Command. The Contractor shall give the Government up to five Government work days' notice to schedule the site visit. During the site visit the Contractor, the Government representative, and the Supported Command representative shall discuss the specifics for the requirements. The Government will identify the new cost range as a result of any changes at the site visit. After the site visit, the contractor shall prepare a detailed minutes report and present it to the Government for concurrence within one Government work day. The Government will have two government work days to review and concur. After concurrence, the contractor shall prepare proposal and submit to the contracting officer in accordance with the time table shown above.

B.13.4 If, at any time during proposal preparation, the contractor's estimate appears to be more than 10% of the Government cost range, the contractor shall stop proposal preparation and notify the Contracting Officer. If a requirement is cancelled prior to issuance of a task order, the contractor will not be compensated for their efforts.

**B.14 PARTNERING**

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

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|
| 25,000.00 | $25,000.00 | 1,000,000.00 | $30,000,000.00 |

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|
| 25,000.00 | $25,000.00 | 1,000,000.00 | $1,000,000.00 |

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

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

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

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION
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| C.1 | GENERAL SCOPE OF WORK |
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| C.5 | CONTRACTOR KEY PERSONNEL |
| C.6 | PREPARATION OF PROPOSAL |
| C.7 | REVIEW OF PROPOSAL |
| C.8 | ISSUANCE OF TASK ORDER |
| C.9 | EXECUTION OF WORK |
| C.10 | ACCIDENT PREVENTION |
| C.11 | ENVIRONMENTAL PROTECTION PLAN |


## C.1 GENERAL SCOPE OF WORK

This is a fixed price Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order Contract (JOC) for small to medium, multi-traded maintenance, repair, alteration, and minor new construction projects.

Work location includes sites at U.S. Naval Station, Guantanamo Bay, Cuba. Exact locations of project sites which refers to the location on the base where the actual construction is accomplished under a specific Task Order and also referred to as the construction site, shall be identified on each task order. The Contractor is required to comply with all applicable federal, state and local laws and regulations.

## C.2 DESCRIPTION OF WORK

C.2.1 Work under this contract shall be determined by individual FFP (Firm Fixed Price) Task Orders predicated on a performance-based scope of work. The typical project is expected to be in the $25,000.00 to $1,000,000.00 range (smaller and larger projects will also be considered on an exception basis). The Contractor may be required to provide narratives, sketches, material catalog cuts and quantity take-offs with each Task Order proposal to ensure common understanding.

C.2.2 Pricing for each Task Order will be by Pre-Priced and Non-pre-priced methods. The pricing of each Task Order is determined by applying the R.S. MEANS Bare Costs unit pricing and the Contractor's negotiated Coefficient factors.

For Task Orders that contain items that are not listed in R.S. MEANS, Non-pre-priced line item bare costs (separated by labor, material and equipment costs) will be negotiated based on unburdened proposals submitted in accordance with requirements as stated in Section B.6 by the contractor and then multiplied by the Non-pre-priced Coefficient listed in the schedule.

For Task Orders that contain items that involve work associated with Lead Based Paint or Asbestos, pricing shall be determined by applying the R.S. MEANS Bare Cost unit pricing and the Contractor's negotiated Lead Based Paint and Asbestos Coefficient factor.

For Task Orders that involve work within the JTF camps where special security procedures, personnel limitations, or schedule constraints such as quiet prayer times apply, pricing shall be determined by applying the R.S. MEANS Bare Cost unit pricing and the Contractor's negotiated JTF Camps Coefficient factor.

C.2.3 The Contractor shall include all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, and all other associated costs necessary to provide category III and category IV construction services as identified in the requirements of each Task Order. Examples of Category III work may include fire protection alarm relocation; pre-engineered buildings with no utilities; installation of pre-fabricated carports or enclosures; replacement of conveyors; non-structural demolition; overhead door replacement/repair; replacement of non-load bearing walls; exterior insulation finish system; HVAC package units; paving, asphalt overlay; roof replacement, structural repair in-kind; stairs, interior or exterior, single flight pre-engineered; utilities – connecting to existing with provider consultation; walls partition; and window installation on non-load bearing walls. Examples of Category IV may include repair or replacement of fixtures, hardware, and finishes; protective bollards; pre-engineered buildings <120 sq. ft.; cabinet installation; cable / TV receptacles; flooring replacement/ installation; door replacement; driveway repair/replacement; landscaping improvements; interior and exterior painting; built-up roof repair; and window replacement. Preparation of Contractor proposals and Task Order performance shall require managing and coordinating of numerous projects simultaneously. All costs associated with preparing proposals shall be the responsibility of the Contractor. The Contractor shall provide quality control in strict accordance with requirements of this contract.

C.2.4 Contractor shall maintain accurate and complete records, files and documents to include state and local laws, ordinances, rules and regulations and manufacturers' instructions and recommendations which are necessary and related to the work.

C.2.5 Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

## C.3 COEFFICIENTS

C.3.1 The Contractor's negotiated coefficients are numerical factors that represent indirect construction costs. The R.S. MEANS Cost Data shall be used by the Contractor to break down the work into individual work items by selecting unit priced tasks necessary to accomplish the detailed scope of work. The total price is calculated by combining the R.S. MEANS Bare Costs then multiplying that result by the appropriate Coefficient factor.

C.3.2 The Coefficient factor must include all cost—other than direct labor, material, and equipment, incurred in the performance of work—that cannot be charged to any specific work elements. This category includes but is not limited to the items listed in Section B.4.

C.3.3 Coefficient for Non Pre-priced Work -The Government may require the provision of non-pre-priced item(s) for projected task orders. Non pre-priced items are defined as construction materials, services, and work that are not listed by the R.S. Means Cost Data Software/Books. Non pre-priced items are subjected to the procedures described in Section B.6. The Government will not accept non-pre-priced work if the materials or services are listed in the Means Cost Data books/software or the non-pre-priced item was incorporated by modification.

C.3.4 The contractor's coefficient shall include costs for incidental engineering performed at the supplier level and be provided in the form of submittals and shop drawings. Contractor's proposals shall include services for project development, including but not limited to surveys, soil borings, field investigations, review meetings, energy analysis, printing and shop drawing review.

C.3.5 The costs for preparation of Task Order proposals including scoping meetings shall be the responsibility of the Contractor and shall be included in the coefficient. Task Order proposal preparation is not reimbursable. Government requests for proposals shall not constitute an award or commitment.

C.3.6 Tools and Equipment – Contractor and sub-contractor are required to provide at no additional cost to the Government customary tools and equipment that apply to their various trades. Items listed in Table B.4.3.1 are indicative of, but not limited to those that the Contractor is expected to provide as part of normal overhead cost.

## C.4 R.S. MEANS

C.4.1 The R.S. Means Cost Data books/software are incorporated by reference. The Government will not provide the R.S. MEANS Cost Data books/software for Contractor's use. The cost books/software contains pricing information for the description of work to be accomplished and for the unit of measure specified.

C.4.2. For the purposes of pricing work under this contract, cost proposals are to be prepared in the R.S. Means "Costworks" current edition. Cost proposals are to be prepared in a database with an Excel transfer feature as the contract standard. All electronic files are to have Task Order Work Order number, initials of estimator and date.

C.4.3 For pre-priced items, the order of precedence for use of the R.S. MEANS titles is as identified in Section B.9.5.

## C.5 CONTRACTOR KEY PERSONNEL

Certain skilled experienced technical and management personnel are essential for successful accomplishment of the work to be performed under this contract. Key personnel include but are not limited to the Contract Safety Manager, Contract Lead Project Manager, Contract Quality Control Manager and additional personnel such as Site Project Manager, Site Superintendent, Site Safety and Health Officer and Site Quality Control personnel. Coefficients must include a minimum of 2 exclusive personnel to perform the Site Superintendent, SSHO and QC duties and responsibilities for each Task Order.

C.5.1 Contract Safety Manager – The Contractor shall provide a JOC Safety Manager whose primary responsibility will be overseeing all Safety under this contract. JOC Safety Manger shall perform random safety management, surveillance, and inspections for the Contractor. The Safety Manager shall be responsible for supervision and training of all Site Safety and Health Officers assigned to individual task orders. The Safety Manager shall have no other duties other than safety and occupational health

management, inspections, and enforcement on this contract. Safety Manager must be an Associate Safety Professional (ASP), Certified Safety Trained Supervisor (STS) or Construction Health & Safety Technician (CHST) and must have completed at a minimum the OSHA 30 hour construction safety training (or equivalent) within the last 5 years, possess a minimum of 10 years safety work of a progressive nature with at least 5 years field experience with safety work on similar projects, and maintain an average of at least 24 hours of formal safety training each year for the past 5 years. The Safety Manager shall also be trained and qualified as a competent person in the following disciplines: Confined Space Entry, Fall protection, Excavation and Trenching, Lockout/Tag Out, scaffolding, rigging, machine guarding and perform duties as respiratory program manager as defined in the 29 CFR 1910.

C.5.2 Contract Lead Project Manager shall be responsible for overall execution of the Job Order Contract, coordinating the efforts of other Project Managers, assistant project managers, and superintendents to deliver exceptional results for government, and have signing authority to act on behalf of the Contractor. Lead Project Manager shall provide management oversight for all phases of the JOC contract. Lead Project Manager shall have a minimum of 5 years of experience assisting, managing and supervising construction projects of similar and increasing complexity. Lead Project Manager shall be present on site, have the ability to coordinate numerous activities, possess good oral and written communications skills and be fluent and proficient in the English language.

C.5.3 Contract Quality Control Manager shall be an individual with a minimum of 10 years combined experience as a superintendent, inspector, QC Manager, project manager or construction manager with at least 5 of those years with exclusive QC Management experience on similar size and type construction contracts which included the major trades that are part of this contract. The individual must be familiar with the requirements of the EM 385-1-1 and have experience in the areas of hazard identification and safety compliance. The QC Manager must also coordinate the efforts of numerous quality control personnel assigned to various task orders. The QC Manager shall also possess good oral and written communications skills and be fluent and proficient in the English language. The Contract Quality Control Manager must also have completed the course entitled “Construction Quality Management for Contractors and possess ECATTS Certificate of Completion.

C5.4 Additional personnel such as Site Project Manager, Site Superintendent, Site Safety and Health Officer and Site Quality Control personnel qualifications and duties will be identified within each task order. Combining duties and responsibilities of the Project Manager, SSHO, QC personnel and or the site superintendent will be determined based on complexity, risk factors, hazards of the project, size, definable features of work and any other pertinent factors per task order as determined by the government. For limited low risk task orders, the Contracting Officer may modify SSHO requirements and waive the more stringent elements of section, EM 385-1-1, Section 1.

## C.6 PREPARATION OF PROPOSAL

C.6.1 After receiving the Request for Proposal from the government, the Contractor shall identify the task and quantities required from the R.S. Means Unit Price Book for all pre-priced tasks. The Bare Cost unit price set forth in the R.S. Means Unit Price Book shall serve as the base price for the purpose of the operation of this provision. The Contractor’s proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the tasks proposed are reasonable for the work to be performed. Documentation to be submitted with the proposal shall include as appropriate, but not be limited to a detailed unit price estimate arranged in order according to the CSI format, Contractor prepared drawings, calculations, catalog cuts, specifications, architectural renderings; a preliminary schedule indicating mobilization, submittals, material lead times, performance, phasing, etc., the Government may duplicate, use, and disclose in any manner and for any purpose such documentation delivered under this contract. Product submittals and cut sheets presented in proposals does not constitute acceptance of materials by government.

C.6.2 For non-pre-priced tasks, if any, shall be separately identified and submitted in the proposal as outlined in Section B.6. The Means Cost Data software/books are to be used for pricing of all materials and services, unless the material or services are not contained in the Means Cost Data books. Only when a specific material or task is not contained in the Means Cost Data, or has not been added to the pre-priced list via modification, the Contractor may use the non-pre-priced tasks.

C.6.3 NOT USED

C.6.4 NOT USED

C.6.5 Contractor's proposal for non-pre-priced line items will be considered, as submitted, provided the contractor ensures that fair and reasonable prices are obtained for services or materials under $2,500. For services or materials in excess of $2,500.00, the contractor shall obtain a minimum of three competitive quotes from companies that normally perform or are qualified to perform the task. Declines to provide quote does not qualify for meeting the standard for competition. The contractor shall submit to the Contracting Officer, a detailed quote abstract reflecting the quotes received, including a copy of the lowest offer. The Contractor shall maintain complete supporting documentation (including responsibility and responsive checks) necessary to provide a complete and accurate audit trail of all actions for the Contracting Officer's review. Upon receipt and review of the abstract by the Contracting Officer, a coordination meeting may be initiated with the Contractor to resolve any discrepancies. Upon satisfactory review by the Contracting Officer, the non-pre-priced work will be accepted for the negotiated price. Non pre-priced items of work shall be so noted on each Contractor proposal.

C.6.6 Proposals for modifications shall be priced from the R.S. Means price software/books and subcontractor quotes, using the formats and coefficients established in the contract. In the event that a deductive modification is negotiated, the basis for pricing shall be the same as submitted under the original proposal.

C.6.7 The Contractor's proposal for non-pre-priced work must be supported by necessary documentation to indicate that adequate planning to accomplish the requirement has been done. Examples of documentation that might reasonably be expected would include: Contractor prepared drawings, calculations, catalog cuts, specifications, and architectural renderings; a preliminary schedule indicating mobilization, submittals, material lead times, performance, phasing, etc. The Government may duplicate, use, and disclose in any manner and for any purpose such documentation delivered under this contract.

## C.7 REVIEW OF PROPOSAL

C.7.1 The Contracting Officer will evaluate the Contractor's proposal and proposed tasks and compare these with the Government's cost estimate of the detailed scope of work to determine the reasonableness of approach, including the nature and quantity of tasks proposed.

C.7.2 The Contracting Officer reserves the right to reject a proposal for any reason, including, but not limited to: the quantities or tasks selected by the Contractor, schedule, inadequate documentation, unacceptable pricing for non-pre-priced tasks, and selection of material, equipment or subcontractors. The Contracting Officer also reserves the right not to issue a Task Order if that is determined to be in the best interests of the Government or the proposed cost exceeds the Government estimate. The Contractor has no claim to recoup proposal expenses. The Government may pursue the performance of such work by other means.

C.7.3 Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness and reasonableness. If necessary, the Contracting Officer will arrange with the Contractor to discuss the scope of all pre-priced items and to negotiate all non-pre-priced items and performance times. Upon completion of negotiations, the Contracting Officer will issue a Task Order to the Contractor. The Task

Order may include changes to the scope of work (if applicable) as agreed upon in negotiations and the negotiated completion date.

## C.8 ISSUANCE OF TASK ORDER

C.8.1The Task Order document (DD Form 1155) is the Contractor's notice to proceed. The document is prepared by the Contracting Officer and is issued to the Contractor for work to be performed. Formal Modifications to the Task Order may be necessary and will be issued as required. If necessary, modifications shall be amended on Form SF-30. Task Orders will be fixed priced with specific completion dates and shall clearly define the specific services to be performed or the performance desired.

C.8.2 Each Task Order may include additional requirements beyond those already included or referenced in the initial task order. In the event that the Government and Contractor fail to agree (in whole or in part), on the MEANS line item quantities, or non-pre-priced items, a Firm Fixed Price Task Order may be issued unilaterally. The Contractor shall then proceed with the work. During or after performance, the Contractor may seek resolution in accordance with the FAR 52.233-1 "DISPUTES", ALTERNATE I Clause in Section I.

C.8.3 Non-Definitive Task Order: Most Task Orders issued will be definitive (a defined price based on predetermined tasks and quantities). However, under emergency conditions, or when otherwise appropriate, the Contracting Officer may issue a non-definitive (lacking definitive tasks or quantities) Task Order which directs the Contractor upon issuance of the order to proceed with the work immediately. These unilateral orders will specify the work as non-definitive and will contain a maximum (not-to-exceed) dollar amount, against which the Contractor can submit invoices, during contract performance. The final price will be determined through negotiations to identify pre-priced and non-pre-priced tasks and quantities.

C.8.3.1 Within 2 days from the notice to proceed, the Contracting Officer will conduct a joint scoping meeting with the Contractor to further identify the work and establish Task Order requirements. Following Government acceptance of the detailed scope of work, the Contractor shall prepare and submit a proposal.

C.8.3.2 Following receipt of the Contractor's proposal, the Government will review the proposal as per Section C.7. Upon completion of negotiations, the Contracting Officer will issue a Modification to the Task Order to incorporate the detailed scope of work, other Task Order requirements, and the final Task Order price. Failure to reach an agreement on the final price will be settled in accordance with FAR 52.233-1 "DISPUTES", ALTERNATE I Clause in Section I.

C.8.4 Pre-Construction Meeting: Prior to commencing work under a Task Order (unless otherwise determined unnecessary), a pre-construction conference shall be held in accordance with FAR Clause 52.236-26 incorporated by reference in Section I.

C.8.5 Order of Conflicting Task Order Documents: In the event of any inconsistency in the written direction provided to the Contractor in the Firm Fixed Price Task Order documents, precedence will be as follows:

a. Scope of Work
b. Drawings/Sketches
c. Specifications
d. Catalog cuts

C.8.6 The Contractor shall complete all work by the required completion date specified in the Task Order. Where unforeseen conditions cause delays, the completion date may be extended only as negotiated and

modified in the Task Order. Upon Task Order completion and Government acceptance of the work, the contractor shall complete a final release and submit it with a request for final payment.

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

| Task Order Amount | Days |
|---|---|
| $25,000-$100,000 | 120 (or as specified in individual Task Order) |
| $100,001-$500,000 | 240 (or as specified in individual Task Order) |
| Over $500,000 | 260 (or as specified in individual Task Order) |

C.8.7 Task Order Liquidated Damages.
The Government may include liquidated damages on individual Task Orders as determined necessary by the contracting officer. If the Contractor fails to complete work within the time specified in the Task Order, the Contractor shall pay liquidated damages to the Government for each calendar day of delay until the work is completed. Amounts will be identified on individual Task Orders as necessary.

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

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

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

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

## C.9 EXECUTION OF WORK

C.9.1The Contractor shall submit Task Order preconstruction submittals within the specified times following issuance of the Task Order.

| | |
|---|---|
| a. Construction Schedule | Within 15 days |
| b. Site Specific Activity Hazard Analysis Plan | Within 15 days |
| c. Material/Product Catalog Cut Sheets | Within 15 days |

C.9.2 Preconstruction Conference: Within seven (7) days after Task Order issuance, the Contractor shall schedule a Preconstruction Conference with the Contracting Officer to be held within 15 days after Task Order issuance. The FSCM/QAE shall schedule the Pre-Construction Conference and notify the FEAD Contract Specialist/Contracting Officer at least three (3) business days in advance of the Pre-Construction meeting.

C.9.3 Before any of the work is initiated under an individual Task Order; the Contractor shall furnish all drawings and submittals necessary for completion of work. The Contractor shall confer with the Contracting Officer and agree on sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, means of communications, the location of partitions, and rest rooms for Contractor's employees. The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the occupants of the buildings and normal activities of the station. Furniture and portable

office equipment in the immediate area will be moved by the Contractor and replaced to its original position. If the work required by the Task Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by the Contracting Officer for replacement by the Contractor. If the situation does not allow for the moving of office equipment, furniture, etc., the Contractor is required to cover/protect at his/her own expense. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas, which shall be completed before work in other sections, or divisions have begun.

C.9.4 Materials and equipment may not be stored at the jobsite lay down area after work hours unless approved in advance by the Contracting Officer. All job site lay down areas are dependent upon Task Order size and location of the work. Job site availability will be included with each RFP and resulting Task Order. The contractor will be assigned Building M613 or equivalent facility for Contractor use.

## C.10 ACCIDENT PREVENTION

The contractor is required to submit a General Accident Prevention Plan within fifteen calendar days after award. A project specific plan will be required for individual task orders within ten (10) days after issuance.

Contractor is responsible for the safety qualifications and ratings of the Subcontractor: This contract requires contractors to hire only subs with good safety records. EMR < 1.1 and DART rate < 3.0

## C.11 ENVIRONMENTAL PROTECTION PLAN

In addition to the overall Contract Environmental Protection Plan, the contractor is required to submit a task order specific Environmental Protection Plan. Amendments to augment the Environmental Protection Plan to adequately address environmental issues applicable to the specific task order will be required.

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

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|---|---|---|---|
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DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

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

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 |

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 |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|---|---|---|---|---|
| 0001 | 365 dys. ADC | 30,000,000 | NAVFAC SOUTHEAST<br>CHRISTINE DAVIS<br>PWD GTMO<br>PSC 1005, PO BOX 37<br>FPO AE 09593<br>011-5399-4515<br>FOB: Destination | N69450 |

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00 73 01
H.1 UFGS 00 73 01 Special Conditions for Guantanamo Bay Projects

SECTION 00 73 01.00 25

SPECIAL CONDITIONS FOR GUANTANAMO BAY PROJECTS
03/14
NAVFAC SE VERSION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AIR-CONDITIONING, HEATING AND REFRIGERATION INSTITUTE (AHRI)

ANSI/AHRI 210/240 (2008) Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

ASCE 7 (2010; Change 2010; Change 2011; Errata 2011; Change 2011) Minimum Design Loads for Buildings and Other Structures

INSTRUCTIONS AND STANDARDS FOR NAVSTA GUANTANAMO BAY CUBA (NAVSTAGTMOINST)

4100.2 Energy and Water Management Program

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES (FDHSMV)

| | |
|---|---|
| Chapter 15C-1 | Rules of the Department of Highway Safety and Motor Vehicles – Division of Motor Vehicles, Bureau of Mobile Home and Recreational Vehicle Construction |

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

| | |
|---|---|
| HUD Regulations | Manufactured Home Construction and Safety Standards, 24 CFR Part 3280 |

INTERNATIONAL CODE COUNCIL (ICC)

| | |
|---|---|
| ICC IBC | (2012) International Building Code |

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

| | |
|---|---|
| NFPA 70 | (2014) National Electrical Code |
| NFPA 90A | (2012) Standard for the Installation of Air Conditioning and Ventilating Systems |
| NFPA 101 | (2012; Amendment 1 2012) Life Safety Code |

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Entry Approval for Employees; G

## 1.3 INFORMATIONAL DATA

### 1.3.1 Work Force

Due to the sensitive locale of the U.S. Naval Base, Guantanamo Bay, Cuba, foreign nationals from dissident political areas may be excluded and denied entry approval. In general, foreign nationals may be use, unless otherwise indicated in specific task order. The Contractor agrees to dismiss from the site, when directed by the Contracting Officer, any individual whose continued employment is deemed to be contrary to the public interest or inconsistent with the best interest of the national security.

#### 1.3.1.1 Entry Approval for Employees

No employee or representative of the Contractor will be admitted to the U.S. Naval Station, Guantanamo Bay, Cuba without prior entry approval. The background of Contractor personnel will be screened prior to entry to the U.S. Naval

Station, Guantanamo Bay, Cuba. The Contractor shall submit to the Contracting Officer the full name, date and place of birth, Social Security number, and addresses of such persons. This information shall be received by the Contracting Officer 45 calendar days prior to the scheduled or desired arrival at the Naval Station. Additionally, APACs registration and training is required prior to entry approval.

1.3.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee and for requiring each employee to display such identification as may be approved and directed by the Contracting Officer. Employees may be fingerprinted prior to employment as a condition of entry onto the Naval Station. Prescribed Government identification cards shall be immediately delivered to the Contracting Officer for cancellation upon release of any employee.

1.3.1.3 Waiver for Workers' Compensation

In addition to "FAR 52.228-4, Workers' Compensation and War-Hazard Insurance Overseas," the Department of Labor has granted a waiver of the requirement to provide Defense Base Act coverage for Guantanamo Bay, Cuba. The waiver applies to all employees except the following: (1) Employees hired in the United States; (2) employees who are residents of the United States; and (3) employees who are citizens of the United States. For employees for which Defense Base Act coverage has been waived, worker's compensation coverage shall be provided in accordance with the local law of the country of which such countries may require insurance coverage, may involve a self-insurance system, or may be a Government-operated system. It is the responsibility of the Contractor to research the local laws of countries from which it hires nationals. The Contractor is also responsible for taking necessary steps to implement the required worker's compensation coverage. If the Contractor hires employees from a country which does not have a worker's compensation system or from a country for which the country's worker's compensation system has no extraterritorial effect and does not apply for work accomplished in Guantanamo Bay, Cuba, then the Contractor will not be required to provide worker's compensation coverage for employees from such countries.

1.3.1.4 Local Labor

Proselytizing of labor that is the hiring of Government or Contractor on-base employees by offering higher wages or other amenities shall not be permitted unless a release from the employer is executed or the employee resigns and leaves the base for a minimum of 90 days. Accordingly, labor which the Contractor proposes to use shall be approved by the Contracting Officer.

1.3.1.5 Management Personnel

The Contractor shall be responsible for furnishing the personnel required, with the necessary skills and qualifications, to perform the work as described. Additionally, the Contractor shall provide an individual on-site, who is authorized to negotiate and financially commit change orders for the Principal.

1.3.1.6 Regular Working Hours

Regular working hours will be between 0630 and 1730 Monday through Saturday (except Federal Holidays) unless otherwise indicated in project specific Task Order requirements.

1.3.1.6.1 Work outside Regular Working Hours

The Government recognizes that because of the isolation of the Naval Station and the added cost to house and feed a work force, there are mutual benefits in allowing Contractors to work outside the regular working hours.

For example, Contractors may elect to work extended hours of six ten-hour days per week. Sixty hours per week are allocated for contractor work without requiring additional approval. If the Contractor desires to work outside of the 60 hours available identified above, advance written request must be submitted to the Contracting Officer, who has full discretion to approve, disapprove, or withdraw approval of a request. Some typical constraints on working outside the available regular working hours are:

a. The Contractor's request must be made at least two business days in advance (e.g., request received by Government by close of business Wednesday for work on following Sunday) and must include a description of planned work activities. Prior to submitting the request, the Contractor must coordinate personnel, materials, AHAs, dig permits and utility outages required for the work that will be performed.

b. A Contractor with quality, safety or material storage site problems (as determined by the Contracting Officer) may be restricted to regular work hours.

c. A Contractor who fails to correct deficiencies within a reasonable time (as determined by the Contracting Officer) may be restricted to regular work hours or may be allowed to work outside regular work hours only to correct those deficiencies.

d. The Contractor shall schedule his work to cause the least amount of interference to Base operations, to minimize disturbance to Base residents, and to avoid high risk activities when working outside Regular Work Hours. All work performed outside of Regular Work Hours shall be available for inspection the following business day.

e. Contractor personnel may not work more than 13 consecutive days.

1.3.2 Storage of Materials

The Contractor shall store materials only in places where directed. No fire-hazardous materials or flammable liquids shall be stored or otherwise maintained within a building or structure, except as approved, in accordance with the local fire regulations.

1.3.3 Access Roads

The Contractor shall refrain from the use of roads, grounds, or other facilities which have not been specifically authorized for his use.

1.3.4 Availability and Cost of Government Materials and Services

The availability of Government materials, equipment, and services indicated in this specification may vary subject to local supply priority requirements for operations and maintenance of the base. Non-availability will not be considered as an excusable delay under the General Conditions Clause entitled "Changes." The cost of Government materials, equipment, and services reflected in this specification are subject to fluctuation, revision, and adjustment. Changes in rates or prices for goods and services in this and following paragraphs shall not be used as a basis for a change to the contract. Some materials and equipment may be furnished to the Contractor by the Government at current rates subject to 3 days' advance notice in writing. Request shall be made to the Contracting Officer. Equipment will not be available for long-term rental. Short-term equipment rental (1 to 2 days), one-time hauling service, and one-time crane service may be available if there is no conflict with Government workload. Government equipment will not be provided without Government operators.

1.3.5 Ocean Freight

The Contractor shall provide loading of freight and ocean freight, off-loading, and handling as required, based on the following:

a. Marine Insurance: Marine insurance, to the extent required, shall be furnished by the Contractor.

b. Ship Arrival

(1) No ships or vessels may enter the Guantanamo Bay Defense Sea Area except as approved by Commander, U.S. Naval Station, Guantanamo Bay, Cuba. Not less than 48 hours prior to departure of vessel from the port of embarkation, the Contractor shall furnish to the Contracting Officer the following information:

(a) Name of vessel.

(b) Place of registry and registry number.

(c) Name, nationality, and address of owner.

(d) Name, nationality, and address of operator.

(e) Gross tonnage, length, beam, and draft of vessel.

(f) Nationality and numbers of officers and crew (include crew list).

(g) Number of passengers (include passenger list).

(h) Last port of call prior to entry into Guantanamo Bay Naval Defense Sea Area.

(i) Purpose of visit.

(j) Proposed date of entry and estimated duration of stay.

(2) Passengers and crew will be subject to Base regulations.

(3) Commercial vessels will be permitted to discharge cargo at cargo docks to the extent that space is available.

(4) Contractor shall coordinate off-loading of barge materials in GTMO with the TM port operations contractor.

c. Vessels on Contract to Government

(1) Contract for scheduled every other week shipping service to and from Guantanamo Bay from Jacksonville, Florida, is provided by Transatlantic Lines LLC for 14 days sailing schedule between Jacksonville, Florida and Guantanamo Bay.

Transatlantic Lines LLC
120 Greenwich Ave.
Greenwich, CT 06830
Gudmundur Kjaernested Vice President
Voice: (203) 625-5514
Valerie Bowen Bookings/Dispatcher
Fax: (203) 863-9354

Jacksonville Terminal
8998 Blount Island Blvd.
Jacksonville, FL 32226
Coastal Maritime Stevedoring, LLC
Terminal Service
Customer service Hotline
1-888-840-9918
Rick Clarke, Terminal Manager
Office: (904) 714-1424
Sally Gibson, Chief Clerk
Fax: (904) 714-1165

Coastal Maritime Stevedoring, LLC
Corporate Offices
Magnus Lindebach CEO
1-888-644-2842
Ben Brown, Operations Manager
Office: (904) 727-7007
Bud Underwood, Safety/Human Resources
Fax: (904) 727-0071
Kathy Wiley Admin/Bookings

(2) Since these vessels are under Government contract, priority materials for Government agencies may delay receipt of Contractor's equipment and materials. The cost of containerization, shipping, on-loading, and off-loading, is at the Contractor's expense; and arrangements shall be made directly with the shipping company.

(3) The ocean vessel Contractor is subject to change. If a change in Contractor should occur, the Government is not liable for any additional

costs which may be incurred by the Contractor for the construction contract.

(4) The Contractor is under no obligation to use the Government carrier and may use others subject to the terms and conditions of this contract and U.S. Maritime law.

(5) The Contractor may ship materials and equipment by air or sea provided all clearances are met and approved in advance. The Contractor may make use of the Government's barge contractor, if space is available, at the established commercial rates provided by the Government's barge contractor. If shipping via the Government’s contracted barge, the Contractor shall use the Government's consolidator in Jacksonville, Florida. The Government's material will have priority over Contractor material on the Government's barge.

1.3.6 Medical and Dental Services

Medical and dental services available to the Contractor's employees are limited in Guantanamo Bay. The Naval Hospital and Naval Dental Clinic are staffed to treat primarily DOD personnel. The Contractor shall screen prospective employees with the objective to exclude those with admitted chronic disorders from traveling to Guantanamo Bay. Advise prospective employees of the limited medical and dental services available in Guantanamo Bay; and explain the Contractor's policy concerning the extent of liability and coverage for required treatment. Every reasonable attempt shall be made to prevent personnel with chronic disorders, which may require treatment, such as cardiovascular defects, tuberculosis, mental health problems, and alcoholism, from being sent to Guantanamo Bay. The Contractor shall provide and have available, both at the job site and in the berthing areas, first aid for minor and emergency treatment. Government ambulance and medical care, when required, will be billed at the then current rates. For more information on: dental care rates, call 011-53-99-2239; medical outpatient care rates, call 011-53-99-2230, and medical in-patient care rates, call 011-053-99-2185.

1.3.7 Post Exchange and Commissary Privilege and Recreation Facilities

Post Exchange and commissary privileges and recreation facilities are available to authorized Contractor personnel and dependents of Contractor personnel in accordance with current base regulations.

1.3.8 On-Base Transportation

The Contractor shall provide necessary personnel, vehicles, and equipment required for on-base vehicular transportation, and shall bear the cost of required fuel, oil, lubricants, and maintenance there-for. The vehicles shall be operated only by Contractor's employees who possess a valid motor vehicle operator's identification card; and vehicular registration will be provided without cost by the Government. The Contractor shall comply with traffic safety program set forth in OPNAV Instruction 5100.12.

The Contractor shall expect varying delays, up to 20 minutes, at security checkpoints when entering the JTF Area.

1.3.9 Laundry and Dry Cleaning

The Government will make available laundry and dry cleaning facilities for Contractor personnel and dependents of Contractor personnel at current rates as set forth by the Navy Exchange, Guantanamo Bay, Cuba.

1.3.10 Government Utilities

The General Conditions Clause entitled "Availability and Use of Utility Services" applies. Water and electricity will be available at designated outlets at the prevailing Government rates. Current rates (01 Oct 2014) are as follows:

Electricity - $500.00 per thousand kWh
Water - $14.54 per thousand gallons
Sewage - $25.00 per thousand gallons

Power and water usage in office and shop areas will be metered by meter furnished and installed by and at the expense of the Contractor. The meters furnished shall be sealed and tagged to indicate last calibration date and name of the person performing the calibration. The Government reserves the right to require the recalibration of the meters if erroneous readings are suspected.

The Contractor shall provide Backflow Protection at the source for all temporary water connections used in accomplishment of this contract. Backflow device must be tested and pass certification prior to opening connection. Person installing and certifying device must be trained in accordance with CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION PROGRAM IMPLEMENTATION AT NAVY SHORE FACILITIES, User's Guide, UG-2029-ENV dated May 98.

1.3.11 Port-a-let, Refuse Collection and Sanitary Sewage Trucking Service

These services are provided by the Base Maintenance Services Contractor, Centerra. For the current rates, call 011-53-99-74271.

Refuse containers will be furnished and serviced by the Government at living quarters. Refuse collection service is mandatory. Contractors are required to meet base regulations concerning collection and disposal of refuse. Pickup is scheduled and charged based on volume of the dumpster, not necessarily the volume of refuse. Only refuse deposited in the Government-furnished containers will be collected. This service does not include articles left outside of the containers. This service will not be available for construction or demolition sites.

1.3.12 Transportation of Personnel

a. Air travel to and from the base is limited, with demand often far in excess of supply. Specifically:

(1) Travel to and from Jacksonville, Florida; Norfolk, Virginia; and Kingston, Jamaica is provided by the Air Mobility Command (AMC) at the contractors’ expense and passage will be in reserved seats.

Plane Fares to Guantanamo Bay, Cuba as of 1 October 2014.

Rates are Subject to change.

| | |
|---|---|
| From Norfolk, Virginia | $ 896.00 Round Trip |
| From Jacksonville, Florida | $ 624.00 Round Trip |
| From Kingston, Jamaica | $ 132.00 Round Trip |

(2) Emergency leave travel for verified personal emergencies such as death or serious illness of a family member will be authorized to any destination on the next available flight, also chargeable to the Contractor at the international tariff rate.

1.3.13 Food Facilities

Contractor personnel may eat at the Navy Exchange food outlets, or at other open food service facilities on a cash basis at current prices.

1.3.14 Petroleum Products

a. Sales:

Sales of petroleum products shall be made from NEX gas station. Motor gasoline is medium grade. Prices are subject to change and are adjusted on average two times per year.

1.3.15 Purchases from the Government

a. Sale of Government Supplies: Provisions and camp supplies other than petroleum products will be sold to the Contractor from Naval Station Supply Department Stocks under special deposit procedures in compliance with Paragraph 26046, 2d and 3, BuS&A Manual. Miscellaneous construction materials may be sold to the Contractor under the same procedure if such sales are not detrimental to the Naval Station Supply Department stock position as determined by the Naval Station Supply Officer. Materials other than petroleum products will be issued as required, during normal working hours.

b. Payment for Purchases From the Government: Invoices covering sales of equipment and materials specified will be charged to a special deposit account, to be established by the Contractor in advance. The Contractor is required to provide a cash deposit only to the Naval Station Comptroller prior to incurring charges. The Contractor shall maintain a minimum balance in this account equal to two times the anticipated monthly expenditures or $200, whichever is greater. The Contractor shall comply with directives governing special deposit accounts as established by the Comptroller, U.S. Naval Station Guantanamo Bay, Cuba. Failure to settle accounts due promptly will jeopardize the availability of goods and services. The Government is entitled to withhold special deposit account arrearages from progress payments.

1.3.16 Private Aircraft

Prior to making shipment of cargo or personnel by private aircraft, the Contractor shall have on record with the Naval Air Station Operations Officer a valid facilities license. Further, at least 30 working days prior to each such

shipment, the Contractor shall notify the ROICC of his intentions so that appropriate area and flight clearances may be obtained.

1.3.17 Contractor Debts

The Contractor shall be liable for debts to the Government incurred by his employees for personal services at Guantanamo Bay, Cuba, including but not limited to private telephone service, medical and dental services, and W.T. Sampson School expenses. If an employee departs the Guantanamo Bay Naval Station without liquidating his debts, sufficient funds to cover this type of obligation will be withheld from Contractor payments until the debts are paid. Contractor will certify with every progress payment that all debts with the Naval Station are paid including but not limited to utility bills, HAZWASTE disposal charges, Naval Hospital bills, etc.

1.3.18 Energy Conservation

The Contractor shall observe the Energy and Water Management Program, NAVSTAGTMO Instruction 4100.2 series. It is mandatory that the Contractor obtain a copy of this instruction and post it in a conspicuous location for the Contractor's employees to read. Copies of the instructions are available from the ROICC office. Ensure that employees comply with these regulations at all times. It is suggested that an employee be appointed as energy monitor by the Contractor for buildings under the jurisdiction of the Contractor.

1.3.19 Drug Abuse by Contract Employees

The Secretary of the Navy has determined that the illegal possession and use of drugs and paraphernalia by civilian and contract employees in the military setting contributes directly to military drug abuse and undermines command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy, including the Marine Corps, is to deter and detect drug offenses by civilian and contract employees on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia include routine, random inspections of vehicles and personnel possessions on entry or exit, with drug detection dog teams, when available. Where there is probable cause to believe that a civilian or contract employee on board a Naval or Marine Corps installation has been engaged in use, possession, or trafficking of drugs, that employee may be restricted or detained for the period necessary until that employee can be removed from the installation or can be turned over to local law enforcement authorities having jurisdiction, as appropriate. When illegal drugs are discovered during an inspection or search of a vehicle operated by a civilian or contract employee, the employee and vehicle may be detained for a reasonable period of time necessary to turn the employee and the vehicle over to appropriate civil law enforcement officials; action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the Contractor's agreement to comply with Federal statutes, laws, and regulations, including those regulations issued by the commander of the military installation.

1.3.20 Available Living Quarters

1.3.20.1 Crew Berthing

The Government will make available temporary housing facilities (Buildings 2365E and 2365 F or equivalent facility) for prime and subcontractor workers. Temporary housing facilities provided by Government are provided in “as is” condition. It is the Contractor’s responsibility to enhance and maintain facilities in accordance with Code requirements. Contractor shall tie into existing utilities at designated locations and maintain these utilities until completion of the contract. Contractor shall be billed for utilities at prevailing rates. Upon completion of the contract, Contractor shall remove trailers from site and restore site to a natural earthen condition.

In the event the Contractor needs additional berthing facilities to house prime or subcontractor workers, Contractor shall furnish additional temporary berthing units at Corinaso Point or other location as determined by Contracting officer which shall adhere to government specifications and code requirements.

1.3.20.1.1 Codes

Temporary berthing units shall be weather tight house trailers. The trailers shall be designed, constructed, and maintained in accordance with ICC IBC 2012, the latest edition of the HUD Regulations, ASCE 7 and as modified herein. Air conditioning units shall conform to NFPA 90A and ANSI/AHRI 210/240. All electrical work shall confirm to NFPA 70. Design wind velocity shall be in accordance with UFC 3-301-01 (dated 1 June 2013) With Change 1, 15 May 2014, Appendix F, Table F1, for NS Guantanamo Bay. Seismic loading criteria shall be in accordance with Table F2, for NS Guantanamo Bay, of the referenced UFC.

Minimum furnishings shall include a bed (single or bunked) and a wardrobe or dresser for each person. Minimum house furnishings shall also include a television, cable box, telephone and refrigerator that are shared with other assigned housemates. Two house mates may be assigned to one trailer. Provide a house trailer with a minimum of 100 square feet of useful floor area up and above that floor area required for the private furnishings and joint furnishings specified and the bathroom.

1.3.20.1.2 Description

The work includes repair, maintenance, and removal of temporary berthing including all necessary furnishings adequate to house the Contractor's workforce for the duration of the contract, complete and ready for use. The work includes providing a group site with stairs, platforms, railings, walks, parking, lighting and utility connections to existing water supply, sanitary, and electrical systems. Site shall be properly drained. Provide refuse collection. Provide temporary berthing and utility connections prior to workforce arriving. Provide furnishings and equipment as required and specified.

a. Layout and Location: Government furnished trailers are located at a group site between building 1840 (Base Library) and Building 151 (Cuban Club) along Bay Hill Road also referred to as Camp 2365 North. Additional berthing trailers, if required, shall be located at a group site at Corinaso Point or as directed by the Contracting Officer.

b. Shipping and Delivery: Contractor shall provide transportation for materials for temporary house trailers and associated accessories to and from the Naval Station and to and from the temporary site location as determined by the Contracting Officer, bearing all costs incurred. Delays

in shipping shall not cause an extension in the contract completion date, unless Contracting Officer determines otherwise.

c. Anchors, Piers and Tie-Down Components: Provide anchors, piers and tie-down components, used in the installation of temporary housing units, tested, listed and approved by Chapter 15C-1 of the FDHSMV DMV.

d. Stairs and Ramps: Stairs, ramps, platforms and railings shall be provided and as required to facilitate access from finished grade to the temporary housing units. Construct stairs, ramps, and railings in accordance with NFPA 101.

e. Utility Connections: The facility shall be connected to existing sanitary collection, water distribution, and electrical systems. Provide backflow preventers in accordance with Section 01 50 00.00 25, "Temporary Construction Facilities and Control". Power and water usage for temporary berthing shall be metered by meters furnished and installed by and at the expense of the Contractor. All costs associated with establishing utility connection shall be the responsibility of the Contractor. Notify Contracting Officer 15 days prior to utility connections.

f. Refuse Collection: Provide refuse collection through the Base Maintenance Services Contractor.

1.3.20.1.3 Installation

a. Erection: The facility shall be assembled, connected, and finished in accordance with the HUD Regulations, the manufacturer's written instructions, and in accordance with applicable codes and ordinances. Install temporary housing units including anchors, piers, and tie-down components in accordance with the minimum requirements of Chapter 15C-1 of the FDHSMV DMV.

b. Maintenance: Adequate provisions shall be made for maintenance of the site and temporary house trailers. Suitably paint and maintain the temporary facilities. Failure to do so will be sufficient reason to require their removal. Site shall be kept free of refuse and unused debris. Provide a custodial service to clean each temporary berthing unit.

c. Removal: Remove temporary housing units and associated site improvements within 45 days after the contract is completed. Notify Contracting Officer 15 days prior to disconnecting utilities.

d. Acceptance Testing: Upon completion and before final acceptance of work, test each system to demonstrate compliance with the contract requirements, including testing of air conditioning, ventilation, lighting, and plumbing systems. Adjust controls and balance systems prior to final acceptance of completed systems. Test controls through every cycle of operation. Test safety controls to demonstrate performance of required function. Correct defects in work and repeat tests. Furnish instruments, connecting devices, and personnel for tests. Contractor must flush and clean piping before placing in operation. Clean equipment, piping, strainers, ducts, and provide new filters.

1.3.20.2 Contractor Management/Supervisory Housing

For this contract, the Government will provide up to two (2) housing units (based on availability) for the Contractor's use. These units are reserved for use by accompanied or unaccompanied personnel in performing management/supervisory functions for the overall JOC contract. The Government will provide up to two (2) additional housing units (based on availability) for use by accompanied or unaccompanied personnel performing in supervisory/management functions associated with each task order.

Housing will be assigned as follows: accompanied personnel by family composition with maximum family size of three (3) dependents; unaccompanied personnel assignment will be made based on a minimum of one person per bedroom. If house sharing, accompaniment by dependents will not be allowed. The Government will provide family housing units with the following appliances: refrigerator, stove, dishwasher, microwave, washer, and dryer. Housing may provide temporary loaner furniture for up to 90 days, depending on availability. No extensions will be granted. All furnishings other than the listed appliances will be provided by the Contractor. Issuances of these housing units and rental rates are controlled by the Housing Department, Building 2295, phone 011-53-99-4172/4174. Should the Contractor's assigned units not be fully occupied, the Housing Department will cancel the assignment and return the unit to inventory for other use. Personnel shall abide by all Family Housing instructions, which are not part of the contract but available on request. Contractors will pay rent under the Fair Market Rental (FMR) Program and these rates are available upon request. Rental rates include trash and maintenance costs. Rental rates are normally adjusted annually based on market appraisal, utilities cost adjustment and/or the annual Consumer Price Index. All family housing units are equipped with electric and water meters. Utilities cost is billed along with monthly rent and is based on established rates and actual consumption. All rent is due in advance. No personal checks accepted.

Current Fair Market Rental Rates as of 01 October 2014:

| Shelter | Rent |
|---|---|
| 1 Bedroom - 1 Bath | $ 737 |
| 2 Bedroom - 1 Bath | $ 737 |
| 2 Bedroom - 1.5 Bath | $ 788 |
| 3 Bedroom - 1 Bath | $ 883 |
| 3 Bedroom - 2 Bath | $ 976 |
| 4 Bedroom - 2.5 Bath | $1,166 |

The Contractor will be responsible for the applicable monthly rent above plus actual utilities. Rates may be adjusted annually.

1.3.21 Electronic Invoices

The Contractor shall submit invoices electronically via e-mail or computer disc.

1.3.22 E-mail and Internet

The Contractor shall have e-mail and Internet service for their office on the base.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Document --

H.2-01 57 19 01 25

H.2 UFGS 01 57 19 01 25 Supplemental Environmental Controls (GTMO)

SECTION 01 57 19 01 25
SUPPLEMENTARY ENVIRONMENTAL CONTROLS (GTMO)
04/06

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

INSTRUCTIONS AND STANDARDS FOR NAVAL STATION GUANTANAMO BAY CUBA (NAVSTAGTMOINST)

| | |
|---|---|
| 1710.10A | Outdoor Recreational and Wildlife Instruction |
| 4400.2A | Consolidated Hazardous Material Reutilization and Inventory Management Program |
| 5090.1D | Hazardous Waste Management Plan |
| 5090.4 | Standard Operating Procedures for Landfill |
| 5090.7A | Pollution Control Procedures for Oil and Hazardous Substances |
| 5090.8 | Asbestos Program Management |
| 5100.13 | Hazardous Material/Excess Hazardous Material Control and Safety Program |
| FGS | Final Governing Standards for Environmental Protection by U.S. Forces in Cuba |
| OEBGD | Overseas Environmental Baseline Guidance Document |

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

| | |
|---|---|
| 29 CFR 1910.120 | Hazardous Waste Operations and Emergency Response |
| 40 CFR 260 | Hazardous Waste Management System: General |
| 40 CFR 261 | Identification and Listing of Hazardous Waste |
| 40 CFR 262 | Standards Applicable to Generators of Hazardous Waste |
| 40 CFR 263 | Standards Applicable to Transporters of Hazardous Waste |
| 40 CFR 264 | Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities |
| 40 CFR 265 | Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities |

| | |
|---|---|
| 40 CFR 266 | Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities |
| 40 CFR 268 | Land Disposal Restrictions |
| 40 CFR 270 | EPA Administered Permit Programs: The Hazardous Waste Permit Program |
| 40 CFR 271 | Requirements for Authorization of State Hazardous Waste Programs |
| 40 CFR 272 | Approved State Hazardous Waste Management Programs |
| 40 CFR 273 | Standards For Universal Waste Management |
| 40 CFR 279 | Standards for the Management of Used Oil |
| 40 CFR 280 | Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST) |
| 40 CFR 82 | Protection of Stratospheric Ozone |
| 49 CFR 171 | General Information, Regulations, and Definitions |
| 49 CFR 172 | Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements |
| 49 CFR 173 | Shippers - General Requirements for Shipments and packaging |
| 49 CFR 178 | Specifications for Packaging |

## 1.2 DEFINITIONS

### 1.2.1 Sediment

Soil and other debris that has eroded and has been transported by runoff water or wind

### 1.2.2 Solid Waste

Rubbish, debris, garbage, construction debris and other discarded solid materials, except hazardous waste as defined in paragraph titled "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.

### 1.2.3 Sanitary Wastes

Wastes characterized as domestic sanitary sewage.

### 1.2.4 Rubbish

Combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal, lumber, cans, and bones.

### 1.2.5 Chemical Wastes

This includes salts, acids, alkalies, herbicides, pesticides, and organic/inorganic chemicals.

### 1.2.6 Garbage

Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

### 1.2.7 Hazardous Waste

Hazardous waste is as defined in 40 CFR 261, FGS or as defined by applicable station regulations.

Any discarded material, material, liquid, solid, or gaseous, which meets the definition of hazardous material or is designated hazardous waste by the Environmental Protection Agency or

State Hazardous Control Authority defined in 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 40 CFR 265, 40 CFR 266, 40 CFR 268, 40 CFR 270, 40 CFR 271, 40 CFR 272, 40 CFR 273, 40 CFR 279, and 40 CFR 280.

1.2.8 Oily Waste

Oily Waste is defined as petroleum products, vegetable/animal fats and bituminous materials.

1.2.9 Class I and Class II Ozone Depleting Substance (ODS)

Class I and Class II ODS are defined in Section 602(a) of The Clean Air Act (PROHIBITED).

1.2.10 Debris

Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.

1.2.11 Hazardous Materials

Hazardous materials are as defined in 49 CFR 171, and listed in 49 CFR 172.

Hazardous material is any material that:

a. Is regulated as a hazardous material per 49 CFR 173, or

b. Requires a Material Safety Data Sheet (MSDS) per 29 CFR 1910.120, or

c. During end use, treatment, handling, packaging, storage, transportation, or disposal meets or has components which meet or have potential to meet the definition of a hazardous waste as defined by 40 CFR 261 Subparts A, B, C, or D.

Designation of a material by this definition, when separately regulated or controlled by other instructions or directives, does not eliminate the need for adherence to that hazard-specific guidance which takes precedence over this instruction for “control” purposes. Such materials include ammunition, weapons, explosive actuated devices, propellants, pyrotechnics, chemical and biological warfare materials, medical and pharmaceutical supplies, medical waste and infectious materials, bulk fuels, radioactive materials, and other materials such as asbestos, mercury, and polychlorinated biphenyls (PCBs). Nonetheless, the exposure may occur incident to manufacture, storage, use and demilitarization of these items.

1.2.12 Waste Hazardous Material (WHM)

Any waste material which because of its quantity, concentration, or physical, chemical, or infectious characteristics may pose a substantial hazard to human health or the environment and which has been so designated. Used oil not containing any hazardous waste as defined above falls under this definition.

1.2.13 Landscape Features

Trees, plants, shrubs, and ground cover.

1.2.14 Lead Acid Battery Electrolyte

Lead Acid Battery Electrolyte is the electrolyte substance (liquid medium) within a battery cell.

## 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with requirements in this RFP:

SD-01 Preconstruction Submittals

Environmental Protection Plan Review; G

Preconstruction survey; G

## 1.4 CONTRACTOR LIABILITIES FOR ENVIRONMENTAL PROTECTION

Contractors shall complete and provide documentation for environmental training required by the FGS/OEBGD, and station regulations to the Contracting Officer, prior to the start of work. The FGS/OEBGD are based primarily upon generally accepted standards for DOD installations and activities in the U.S. The Contractor shall obtain copies of the following GTMO instructions prior to the start of work: 4400.2A, 5090.1D, 5090.4, 5090.7A, 5090.8, 5100.13 and 1710.10A. The station is subject to CINCLANTFLT (Commander in Chief, Atlantic Fleet) or NAVFAC LANT (Naval Facilities Engineering Command - Atlantic) inspections to review compliance with environmental protection laws. A Multi-Media inspection by CINCLANTFLT or NAVFAC-LANT may include questioning of Contractor personnel who are working with or have contact with Hazardous Materials and waste.

Contractors shall complete and provide documentation for environmental training required by the FGS and station instructions. Contractors shall ensure that all employees, even during employee off-duty hours, are aware and comply with Station regulations.

## 1.5 FUEL TANKS

On site fuel tanks, including mobile tanks must have secondary containment, which can contain 110% of the tank's volume. The tanks and drip pans must be covered during inclement weather and when work is not in progress on the site. Bulk tanks not on an active construction site shall remain empty.

## 1.6 CLASS I ODS PROHIBITION

Class I ODS as defined and identified herein will not be used in the performance of this contract, nor be provided as part of the equipment. This prohibition will be considered to prevail over any other provision, specification, drawing, or referenced documents.

## 1.7 WHM/HW MATERIALS PROHIBITION

No waste hazardous material or hazardous waste shall be disposed of on government property. No hazardous material shall be brought onto government property that is not directly related to requirements for the performance of this contract. The government is not responsible for disposal of Contractor's waste material brought on the job site and not required in the performance of this contract. The intent of this provision is to dispose of that waste identified as waste hazardous material/hazardous waste as defined herein that was generated as part of this contract and existed within the boundary of the Contract limits and not brought in from offsite by the Contractor. Incidental materials used to support their contract including, but not limited to aerosol cans, waste paint, cleaning solvents, contaminated brushes, rags, clothing, etc. is the responsibility of the Contractor. The list is illustrative rather than inclusive. The Contractor is not authorized to discharge any materials to sanitary sewer, storm drain, or to the bay or conduct waste treatment or disposal on government property without written approval of the Contracting officer.

## 1.8 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal and Station regulations pertaining to the environment, including but not limited to water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution.

### 1.8.1 Licenses and Permits

Permits are required for welding and burning. Allow 14 calendar days for processing of the application. A Landfill Pass must be obtained for all asbestos containing materials and solid waste being disposed at the landfill, per 5090.4. Initial stop for the Landfill Pass is the Recycling Center at Building 1751, off Rogers Road North of Sherman Avenue, for non-asbestos items, and Building 850 (Hazardous Waste Facility) for all asbestos loads.

## 1.9 ENVIRONMENTAL PROTECTION PLAN

### 1.9.1 Contents of Environmental Protection Plan (EPP)

Ten days after the award of contract, the Contractor shall meet with the Contracting Officer to discuss the proposed Environmental Protection Plan and develop a mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken. The Environmental Protection Plan shall be submitted in the following format and shall, at a minimum, address the following elements (also refer to paragraph entitled "Protection of Natural Resources" in this section):

a. A listing of any hazardous materials (HM) planned for use on the station. This information shall be included in the station HM Tracking Program. To assist this effort, submit a list (including quantities) of HM to be brought to the safety station and copies of the corresponding Material Safety Data Sheets (MSDS). Submit this list to the Contracting Officer. Contractor shall sign Memorandum of Understanding (MOU) and comply with Station Instruction. Contractor shall develop an Authorized User List (AUL) request form for each hazardous material item and update this list as additional materials are required. All HM items will be bar-coded as specified in the MOU and Station Instruction.

b. The Environmental Protection Plan shall list and quantify any Hazardous Waste (HW) to be generated during the project.

c. Shall identify, list and quantify all HW streams associated with the project including equipment maintenance.

d. In accordance with Station regulations, substitute materials as necessary to reduce the generation of HW and include a statement to that effect in the Environmental Protection Plan.

e. Contact the Contracting Officer for conditions in the area of the project which may be subject to special environmental procedures. Include this information in the Preconstruction Survey. Describe in the Environmental Protection Plan, contingency plans in case an unexpected environmental condition is discovered.

f. Employee training documentation for handling HM or HW to be used or generated, and certifications for all those working with asbestos removal.

g. Given the HM and HW streams, provide a storage plan for each.

h. Erosion and sedimentation control Best Management Practices to be utilized during all phases of work associated with this contract, including a statement of minimizing the area of soil disturbance and the duration of exposure to erosion elements. For major activities covering large acreage and/or steep slopes, Contractor may be required to submit a separate Land-Disturbing Activity Plan addressing erosion and sedimentation control in major land clearing and grading operations. If erosion control measures are required, they shall be installed and maintained per industry standard and inspected after each storm event. If damaged, controls shall be repaired within 48 hours of discovery.

i. A Point-of-Contact to address Cuban rock iguanas, Cuban boas, and other protected species which may be on site during all phases of work associated with this contract.

1.9.2 Environmental Protection Plan Format

The Environmental Protection Plan shall follow the following format:

a. Name of Contractor and number of contract

b. Point of Contact (POC) and phone/fax/e-mail address

c. A copy of the signed MOU

d. A complete AUL

e. A complete list of all HM brought to station in accordance with 4400.2A.

f. MSDS for each HM

g. Employee training documentation

h. A complete list of Hazardous Waste that is expected to be generated and a detailed description as to how waste will be generated (i.e. painting operations, etc.)

i. Preconstruction survey results

1.9.3 Environmental Protection Plan Review

Fourteen days after the environmental protection meeting, submit the proposed Environmental Protection Plan for further discussion, review, and approval. Commencement of work shall not begin until the environmental protection plan has been approved.

1.9.4 Preconstruction Survey

Perform a preconstruction survey of the project site with the Contracting Officer. The Contractor shall be liable for the clean-up of any spills of contamination of the laydown area and construction site during the performance of this contract. Copies of this survey shall be submitted to the Contracting Officer prior to start of work.

1.10 HAZARDOUS MATERIALS USE

With respect to Hazardous materials, safety program shall include provisions to deal with Hazardous materials, pursuant to the contract clause "FAR 52.223-3, Hazardous Material Identification and Material Safety Data." In addition to FAR 52.223-3, the plan shall consist of:

a. An index of Hazardous materials to be introduced to the site;

b. Plan for protecting personnel and property during the transport, storage and use of the materials;

c. Procedures for spill response and disposal; (refer to 5090.7 for spill response and use; 5090.1D for HW disposal);

d. Post material safety data sheets at the worksite where the products will be used;

e. Approved labeling system to identify contents on all containers on site;

f. Personnel training plan, which includes certification of employee training on the use of HM and MSDS.
The Contracting Officer shall approve all Hazardous Material brought on base, prior to arrival.

1.10.1 Disposal Costs (Responsibility)

If the Contractor mismanages HM and the HM becomes a HW, as determined by the Contracting Officer, the Contractor is responsible for all disposal costs associated with this waste. Cost includes:

a. Labor costs

b. Analytical costs

c. Containerizing costs

d. Disposal costs

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PROTECTION OF NATURAL RESOURCES
Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified.

3.1.1 Land Resources

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without approval from Contracting Officer. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by Contracting Officer. Where such use of attached ropes, cables or guys is authorized, the Contractor shall be responsible for any resultant damage. Do not park or drive up near the base of established trees.

3.1.1.1 Protection of Trees

Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations, utilizing standard tree protection criteria including:

a. Installation of safety orange plastic fencing (minimum 4' in height) around individual trees designated for protection. Fencing shall be installed at the outward limit of the tree's drip line or extent of canopy cover.

b. Installation of safety orange plastic fencing (minimum 4' in height) around groups of trees designated for protection.

c. Tree and/or shrub branches in the way of equipment shall be trimmed according to specifications in the DoD Urban Forestry Manual. Under no circumstances the Contractor and Sub-Contractors use equipment to demolish branches as work proceeds.

Required fencing shall be installed prior to the initiation of land disturbing activities and shall be removed at the conclusion of construction. Remove displaced rocks from uncleared areas. By approved excavation, remove trees with 30 percent or more of their root systems destroyed. Removal of trees and the procedure for removal requires approval of the Contracting Officer. Trees designated for removal shall be removed in a manner that will not impact adjacent trees.

3.1.1.2 Landscape Replacement

Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer's approval before replacement. Replacement of trees shall occur on a one-to-one basis. Regionally native plants as specified by the station Integrated Natural Resources Management Plan (INRMP) shall be used as replacement landscape features.

3.1.2 Water Resources

3.1.2.1 Oily and Hazardous Substances

Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water. For oil, fuel oil, or other hazardous substance spills, call 911 and verbally notify the Contracting Officer immediately. Provide secondary for all liquid hazardous materials of sufficient size and strength to contain the contents of the tanks in the event of leakage or spillage. Do not allow rain water to accumulate in containment area. If visible sheen, contact the environmental office for approval prior to draining water.

3.1.3 Fish and Wildlife Resources

Do not disturb fish and wildlife. Do not alter water flows including erosion and drainage channels or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified. Ensure compliance at all times, including off-duty hours with 1710.10A.

Contractor will ensure all employees comply with prohibitions on feeding and raising indigenous wildlife and feral animals during working and non-working hours. Specifically, direct or indirect feeding of iguanas resulting in the domestication or semi-domestication of these animals is strictly prohibited. Further, direct or indirect feeding of feral chickens, cats, dogs, goats, or other feral domestic animals is strictly prohibited. Prohibitions of this section apply to living and working areas at all times. Recognizing that many foreign national personnel utilize chickens as livestock, the contractor may request to the Contracting Officer, provisions to allow employees to raise chickens as livestock. Any such request will be accompanied with a Livestock Management Plan addressing construction and maintenance of pens to confine the animals, provisions for feeding and watering the animals, pen and surrounding area sanitation,

limits on numbers of animals to be raised, and a Point-of-Contact for livestock management responsibility. Under no circumstances will livestock be permitted to roam or be otherwise free-ranging.

#### 3.1.4 Temporary Construction

Remove traces of temporary construction facilities such as work areas, foundations of temporary structures, stockpiles of excess or waste materials and other signs of construction. Grade parking area and similar temporarily used areas to conform with surrounding contours.

## 3.2 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

## 3.3 EROSION AND SEDIMENT CONTROL MEASURES

### 3.3.1 Burn off

Burn off of the ground cover is not permitted.

### 3.3.2 Temporary Protection of Erodible Soils

Use the following methods to prevent erosion and sedimentation control:

#### 3.3.2.1 Mechanical Retardation and Control of Runoff

In projects involving grading, excavating, or other soil disturbances, the Contractor shall insure the area of soil disturbance is confined to the minimum necessary to accomplish work. Adjacent areas which must be cleared to access the project site shall be mowed to retain vegetative cover. Under no circumstances shall adjacent areas be graded to bare soil. Excavated material shall be retained on site using erosion and sediment control best management practices to retard and control the rate of runoff from the construction site. This includes construction of diversion ditches, benches, berms, and use of silt fences and straw bales to retard and divert runoff to protected drainage courses. Silt fencing shall be installed below disturbed areas prior to the initiation of land disturbing activities. Silt fencing shall meet universally standard specifications and shall be installed and maintained in accordance with manufacturer's instructions. Controls shall be inspected on a regular basis and after each storm event. If damaged, repairs shall be completed within 48 hours of discovery.

#### 3.3.2.2 Sediment Basins

Construction and use of sediment basins shall be authorized by the Contracting Officer on a case by case basis to ensure environmental, excavation permit, and other requirements are met. Trap sediment in temporary or permanent sediment basins as directed by the Contracting Officer. Basin size to accommodate the runoff of a local storm event to be determined on a case by case basis. Pump dry and remove the accumulated sediment, after each storm. Use a paved weir or vertical overflow pipe for overflow. Remove collected sediment form the site. Institute effluent quality monitoring programs.

#### 3.3.2.3 Vegetation and Mulch

Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydro seeding, anchoring

mulch in place, covering with anchored netting, laying sod, or such combination of these and other methods necessary for effective erosion control.

a. Seeding: Provide new seeding where ground is disturbed. Include topsoil or nutriment during the seeding operation necessary to establish or reestablish a suitable stand of grass. Utilize endemic or regionally native and drought/heat tolerant grass species as specified by the Contracting Officer

## 3.4 CONTROL AND DISPOSAL OF SOLID WASTES

Pick up garbage and place in covered containers which are regularly emptied. Do not prepare or cook food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, Contractor shall leave areas clean. Dispose of solid waste generated at locations as directed by the Contracting Officer. Solid waste disposal service is available from other on-base contractors on a cost reimbursable basis. Refer to Section 00 73 01 SPECIAL CONDITIONS FOR GUANTANAMO BAY PROJECTS, for more information.

### 3.4.1 Disposal of Solid Waste, Debris, Chemical or Hazardous Substances

Disposal of hazardous substances at the Windward Landfill and Concrete Fill Area is prohibited. Dispose of solid waste, debris and metal containers in accordance with the requirements specified herein.

#### 3.4.1.1 Base Sanitary Landfill and Concrete Areas

Only authorized solid waste approved for deposit by the landfill attendant or equipment operator will be permitted to be dumped at a designated area in the Windward landfill. Prepare a Landfill Access Pass in accordance with 5090.4. Deposit demolition material such as grading or excavated materials at the designated area, provided such material does not contain segregated metals, as directed by Landfill Attendant. Landfill hours of operation are Monday through Saturday, 7:30 AM to 11:00 AM, and 12:30 PM to 4:00 PM.

### 3.4.2 Disposal of Rubbish and Debris

Haul rubbish and debris to the Government landfill (Windward Landfill). Or in accordance with 5090.4, an approved Landfill Access Pass must be presented prior to entry into landfill.

Dispose of rubbish and debris in accordance with the requirements specified below:

a. Metals will not be taken at the landfill site. Dispose of metal construction debris by obtaining a landfill pass at Recycling Center, Bldg. 1751. Recycling Center must inspect all metals and instruct driver to go to the landfill where the load will be weighed. If material is not recyclable, a landfill access pass will be issued in accordance with NAVSTAGTMOINST 5090.4. Materials which may be deposited in the landfill include:

| CATEGORY | CONSTRUCTION DEBRIS DISPOSAL - BASE SANITARY LANDFILL EXAMPLE/GENERAL INFORMATION FOR DEPOSIT IN THE LANDFILL |
|---|---|
| Mixed Debris | The following materials may be placed in the landfill in a location designated by the landfill operator. These items may be mixed together.<br><br>Gypsum board panels, plaster, glass (broken)<br><br>Non-asbestos insulation - (fiberglass and mineral wool shall be bagged) |

| | |
|---|---|
| | Packing paper, styrofoam, and pasteboard boxes |
| Shingles | Non-asbestos roofing materials such as shingles built-up and single roofing |
| | Painted wood such as doors, windows, siding, and trim |
| | Plastic/fiberglass such as pipe, electrical boxes, cover plates, etc. |
| | Ceramic and vinyl flooring or tile - ceiling tile |
| Masonry and Concrete | Deliver concrete, block, brick, mortar to the designated area separate from any other items, and place in a location designated by the landfill operator. |
| Non-recyclable Wall Pallets | Deliver usable pallets to the Base Recycling Center located at Building 1751. If Recycling personnel reject the pallets, take pallets to the landfill. |
| Treated Lumber | Deliver treated wood, and such as piling and power poles to the landfill separated from any other items and place in locations as designated by the Landfill Operator. |
| Untreated/Unpainted Wood | Deliver lumber, trees, stumps, limbs, and shrubs to the landfill separated from any other items, and place in locations as designated by the Landfill Operator. |
| Organic Matter | Deliver leaves, grass clippings, and shrub clippings to the landfill separated from any other items, and place in locations as designated by the Landfill Operator. No bags or containers are allowed. |
| Fiberglass Tanks | Clean tanks before delivery to landfill.<br>55 Gallons or Less are turned in at recycling |
| Asphalt Pavement | Deliver to Windward Landfill. |
| Construction Debris | Separate each category of construction debris at the construction site and deliver separately to the landfill. Place each category of construction debris in the landfill at a location designated by the Landfill Operator. |
| Asbestos | Place in designated area of the Landfill double bagged and properly marked and documented. |
| Lead-Based Paint Materials | Drum and deliver to the Hazardous Waste Facility, Building 850, properly marked and documented. |
| Metals | Metals will not be accepted at the landfill.<br>Remove metals from each and every category before delivery to landfill, including tanks. (Example: Remove hardware from doors and windows) |

Dispose of metal construction debris at Recycling Center, Bldg. 1751. Recycling Center must inspect all metals and Instruct driver where to dispose of metal. If material is not recyclable, a landfill access pass will be issued in accordance with NAVSTAGTMOINST 5090.4. Aluminum, brass, copper, lead, other metal, electrical wiring, cable (cut in 3-foot or less sections) must be taken to the Recycling Center.

b. A Landfill Access pass must be obtained prior to transporting asbestos containing materials to the Asbestos Landfill in accordance with 5090.4. The landfill pass must be approved by the Hazardous Waste Facility located at Bldg 850.

### 3.4.3 Sewage

Dispose of sewage through connection to a station sanitary sewage system or the Lizard Island treatment pump station as directed by the Contracting Officer. Where such system is not available; use chemical toilets or comparable effective units and periodically empty wastes into a pump station.

## 3.5 CONTROL AND DISPOSAL OF HAZARDOUS WASTE

### 3.5.1 Hazardous Waste Generation

Handle generated hazardous waste in accordance with 40 CFR 262, the FGS/OEBGD and 5090.1D.

### 3.5.2 Hazardous Waste Disposal

Dispose of hazardous waste in accordance with Federal and Station regulations, especially 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 40 CFR 265, the FGS/OEBGD and 5090.1D. Hazardous waste (HW) shall not be brought onto the station. In accordance with 5090.1D HW will be turned in for disposal to the HW Facility (Bldg 850). Contractor shall obtain all containers for HW/Oily waste from HWSF. The Contractor will be responsible for containerizing waste. Waste containers must meet DOT Shipping container requirements in accordance with 49 CFR 178. Packaging shall be in accordance with 49 CFR 171 for all waste.

Disposal Costs (Current FY14) and is subject to change:

Type Service (TS) 87: Any waste in Non Bulk (less than 119 Gal.) containers: $1.56 per pound

TS 85: Any waste in Bulk (119 Gallons and over) containers: $0.91 per pound

Service Charges: Contractor line item 661FF Expedite Pickup (each shipment up to 75,000 lbs.): $500.00 each

PWC Comptroller accounting charges apply (Contractors only) 8.65% of total charges.

Contractor must establish an account with PWC Jacksonville for Hazardous Waste disposal costs. Address letter to: Navy Public Works Center Jacksonville Comptroller, NAS Jacksonville, Box 30, Jacksonville, FL 32212-0030 with Subject line "Request Waste Disposal Service for Contract No. (insert contract number). In addition, in the letter, provide estimated quantity of waste for each Type Service requested.

Disposal Costs includes Container Costs, Labels.

For explanation of Waste Disposal Rates, call Hazardous Waste Manager, phone 011-53-99-4994.

Analytical costs range from $900-$3,700.

Prices valid through September 30, 2013.

3.5.3 Hazardous Waste (HW) Accumulation

Accumulate and manage HW in accordance with Federal and Station regulations, 40 CFR 261, 40 CFR 262, FGS/OEBGD, 5090.1D, and all revisions. HW shall be properly identified, packaged and labeled in accordance with 49 CFR 172 and 5090.1 and shall be turned in for disposal to the HW facility (Bldg. 850). The Contractor shall obtain all containers for HW and Used Oil from the HW Facility. The Contractor shall be responsible for containerizing and transporting wastes to the HW Facility. If the Contractor mismanages HM so that it becomes a HW or if a HW is not managed properly and costs more for disposal due to contamination, the Contractors' Special Deposit Account will be charged for all sampling, analysis and disposal rates as specified or identified. Itemized statements will be provided to the Contractor via the Contracting Officer.

a. In accordance with 5090.1D, store HW near the point of generation up to a total quantity of one (1) quart of acutely hazardous waste or 55 gallons of hazardous waste. Move any volume exceeding these quantities to an approved HW Storage area (from approved EPP) within 3 days. Prior to generation of HW, contact the HW Facility for labeling requirements for accumulation of HW.

b. Accumulate HW (no longer than 90 days) in containers in accordance with 49 CFR 178 and station instructions. Identify HW in accordance with 40 CFR 261, 40 CFR 262, and station instructions. Ensure HW is properly labeled and segregated. Every effort must be made to ensure used oil is not contaminated. All used oil generated must be containerized and delivered to the HW Facility (Bldg. 850) for disposal. Contractor will be charged for disposal expenses as shown above

c. All HW to include expired hazardous materials that would be HW must be turned into the HW Facility for shipment back to the states for proper disposal by the government.

d. At the conclusion of the project all unused hazardous materials shall be turned in to the CHRIMP program for reuse. Exceptions to this will be hold back of minor amounts for possible warranty work. All waste generated from a project shall be properly disposed of at the conclusion of the each T.O./project.

3.5.4 Spills of Oil and Hazardous Materials

The Contractor must provide a 24-hour phone number for spill response notification. The Contractor shall immediately notify the Fire Department (911) and the Contracting Officer of any fuel, oil or hazardous substance spill. The Contractor shall follow 5090.7. The Contractor shall, in accordance with his approved safety plan, clean up all hazardous and non-hazardous waste spills caused by the Contractor. The Contractor shall maintain spill clean-up equipment and provide list of equipment/material in safety plan at work site.

a. The Contractor shall reimburse the Government for all cost of materials, equipment, and labor if the Government must initiate its own spill clean-up procedures, for Contractor caused spills, when:

1) The Contractor has not begun spill clean-up procedures within a timely manner of a spill occurrence, or

2) If, in the Government's judgment, the Contractor's response is not adequately abating a life threatening situation and/or a threat to any body of water or environmentally sensitive area.

b. The Contractor shall package, transport and dispose of all contaminated material, equipment, and clothing generated during the Contractor's spill clean-up procedures at no additional cost to the Government in accordance with 5090.1 and 5090.7. The Contractor shall provide MSDS to the Contracting Officer to ensure material is properly identified for disposal, or reimburse the government for analytical data (to include labor and costs of analysis) should data be required to properly identify the waste. Contractor shall transport packaged waste to HW Facility (Bldg. 850).

c. The Contractor shall complete the spill report provided in 5090.7 and submit it to the Contracting Officer within 24 hours of spill occurrence. Contractor's special deposit account will be charged for disposal of spilled material and associated waste.

3.5.5 Lead-Acid Batteries

Dispose of lead-acid batteries that are not damaged or leaking at the Base Recycling Center. For lead-acid batteries that are leaking or have cracked casings, dispose of battery at the HW facility (Bldg 850 - phone extension 4994).

3.5.6 Mercury Control

Prior to starting work, remove thermostats, switches, and other components that contains mercury. Prior to removal, obtain proper containers from the HW Facility (Bldg. 850).

3.5.7 Petroleum Products

Dispose of petroleum products and oily water at HW Facility (Bldg. 850).

3.5.8 Class I and Class II Ozone Depleting Substances (ODS)

Remove all ODS and other refrigerants to DOT-approved cylinders. Properly label and deliver to HW Facility (Bldg. 850) at the conclusion of the T.O/project.

All refrigerant work shall be performed by certified technicians using EPA-approved recovery equipment. Releases of ODS/refrigerants to the atmosphere is strictly prohibited.

## 3.6 DUST CONTROL

Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations as directed by Contracting Officer. Dry power sweeping will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power sweeping. Air blowing will be permitted only for cleaning non particulate debris such as steel reinforcing bars. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

## 3.7 NOISE

Make the maximum use of low-noise emission products, as certified by the EPA. Blasting or use of explosives will not be permitted without written permission from the Contracting Officer, and then only during the designated times.

## 3.8 RESTRICTIONS ON RADIO TRANSMITTER EQUIPMENT

Conform to the restrictions and procedures for the use of radio transmitting equipment, as directed. Do not use transmitter without prior approval of the Contracting Officer.

3.9 CLASS I & II ODS PROHIBITION

Class I ODS as defined and identified herein shall not be used in the performance of this contract. The Contractor's existing used equipment that contains Class I ODS shall be maintained as specified in this section.

Contractor personnel who utilize substances containing a Class II Ozone depleting substance shall submit a written inventory of Class II products used, MSDSs and intended use of the substance. The Contracting Officer shall approve/disapprove these substances prior to their use.

Contractor using Class II ODS shall track all ODS refrigerant from cradle to "grave" using off-the-shelf refrigerant tracking software that will account for all refrigerant bought, used, and disposed of.

Contractor personnel who remove AD&R systems containing Class I or Class II substances shall also provide documentation in accordance with 40 CFR 82, FGS, and the Montreal Protocol. Contractor personnel shall also provide documentation to the Contracting Officer as to the location of the equipment being removed, make and model number of the recovery/recycling equipment used and the amount and kind of refrigerant used for servicing. The Contractor shall provide certificates for all trained personnel.

3.10 CONTRACT COMPLETION/CLOSE-OUT

a. At project completion, remove any hazardous material brought onto the station. Account for the quantity of Hazardous Material (HM) brought to the station, the quantity used or expended during job, and the leftover quantity which (1) may have additional useful life as a HM and shall be removed by the Contractor, or (2) may be a hazardous waste, which shall then be removed as specified herein.

b. The sale of any hazardous material to other Contractors (or Base entity) must be specifically approved in writing by the Contracting Officer prior to the sale.

c. All laydown areas, vehicle storage/repair facilities, etc… operated and directly under the control of the contractor shall be brought back to similar condition at the time of the contract award. This includes the removal of break shacks, kitchens, gardens, etc.

-- End of Section --

H.4 GENERAL REQUIREMENTS

H.4 Small Project General Requirements

**Small Project**
**General Requirements**

**05/11**

**DEFINITIONS:** As used throughout the contract, the following terms shall have the meaning set forth below:

Contracting Officer (KO): The individual designated to administer the contract. Throughout this contract this individual will be responsible and possess the authority to act on behalf of the Government with respect to the specific contract.

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.

Contractor: The term Contractor refers to both the prime Contractor and subcontractors, including the Designer of Record.

Designer of Record (DOR): Individual working as a subcontractor to or partner with prime Contractor who provides drawings/designs for this contract.

Quality Control (QC): Contractor's system to control the quality of design, material, equipment and construction.

Quality Assurance (QA) Program: Government's program to evaluate the effectiveness of the Contractor's quality control. The Government's QA Program is not a substitute for the Contractor's QC Program.

Federal Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day; Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Contract: Contract or task order.

**ORDER OF PRECEDENCE:** NFAS Clause 5252.236-9312. In the event of conflict or inconsistency between any of the below described portions of the confirmed contract, precedence shall be given in the following order:

a. Any portions of the proposal or final design that exceed the requirements of the solicitation.

1) Any portion of the proposal that exceeds the final design.

2) Any portion of the final design that exceeds the proposal.

3) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

b. The requirements of the solicitation, in descending order of precedence:

1) Standard Form 1442 and Price Schedule.

2) Part 1 – Contract Clauses.

3) Part 2 – General Requirements.

4) Part 3 – Statement of Work/Project Program Requirements.

5) Part 6 – Attachments (excluding Concept Drawings).

6) Part 5 – Prescriptive Specifications, exclusive of performance specifications.

7) Part 4 – Minimum Materials, Engineering and Construction Requirements, exclusive of prescriptive specifications.

8) Part 6 – Attachments (including Concept Drawings).

**POST AWARD KICKOFF MEETING (PAK):** Prior to commencement of design, and within 21 calendar days of award, meet with representatives of the Contracting Officer, installation and client to present the concept design for discussion and acceptance. The project team will develop a mutual understanding relative to the approved proposal, safety program, environmental permits and requirements, quality control procedures, and design and

construction schedule. During the meeting, Contractor shall propose and gain acceptance for any critical path work activities requiring advance submittal and approval. If the contract includes work on any fire protection system, including fire alarm and mass notification systems, the Contractor and the appropriate DOR shall meet with the NAVFAC Fire Protection Engineer (FPE) to establish clear expectations of fire protection requirements of the project.

The Contractor's key personnel shall attend at the expense of the Contractor. Key personnel are defined as the Project Manager, Superintendent, CQC representative(s), DOR, major subcontractors and specialized supplementary personnel.

The PAK includes partnering, held during normal work hours with the non-labor –related costs shared by both parties. Partnering is a structured process, as well as philosophy of doing business with Contractors and clients that recognizes common goals through communication and teamwork. It helps create an environment where trust and teamwork prevent disputes, foster good working relationships to everyone's benefit, and facilitate the completion of a successful contract. If included in Attachment A, a Performance Assessment Plan that provides monthly performance feedback to the Contractor, will be discussed during the partnering session.

Key personnel will meet to identify strategies to ensure the project is carried to expeditious closure and turnover to the Client. Start the turnover process at the PAK Meeting utilizing the NAVFAC Red Zone (NRZ) Checklist and convene the Facility Turnover Meetings once the project has reached approximately 75% completion or 3 to 6 months prior to Beneficial Occupancy Date (BOD), whichever comes first. The Contracting Officer's Representative will lead the meetings and guide the discussions based on an agenda provided by the Government. The Facility Turnover effort shall fill in the NRZ Checklist including Contractor, Client, and NAVFAC Checklist Items and assign a person to be responsible for each item and a due date. The Contracting Officer's Representative will facilitate the assignment of responsibilities and fill out the NRZ Checklist. The Contracting Officer's Representative shall develop a Plan of Action and Milestones (POAM) for the completion of all Contractor, Client, and NAVFAC Checklist items.

**DESIGN**: Design is the work necessary to ensure functionality, quality, and safety for critical facets of the project. Special coordination requirements, such as for phone, LAN and cable, are included in Attachment A.

a. Provide work in compliance with the following design standards and codes, as a minimum. Government standards listed in this RFP take precedence over industry standards.

This RFP references published standards, the titles of which can be found in the Unified Master Reference List (UMRL) on the Whole Building Design Guide at the Unified Facilities Guide Specification (UFGS) Website. The publications referenced form a part of this specification to the extent referenced.

The advisory provisions of all codes, requirements, and standards shall be mandatory; substitute words such as "shall", "must", or "required" for words such as "should", "may", or "recommended," wherever they appear. The results of these wording substitutions incorporate these code and standard statements as requirements. Reference to the "authority having jurisdiction" shall be interpreted to mean Contracting Officer or Contracting Officer Representative. Comply with the required and advisory portions of the current edition of the standard at the time of contract solicitation.

The following list of codes and standards is not comprehensive and is augmented by other codes and standards referenced and cross-referenced in the RFP. Refer to task order specific requirements within other UFC's as required.

a) UFC 1-200-01, *General Building Requirements*

b) UFC 1-300-08, *Criteria for Transfer and Acceptance of Military Real Property*

c) UFC 1-300-09N, *Design Procedures*

d) UFC 3-560-01, *Electrical Safety, O&M*

e) UFC 3-600-01, *Fire Protection Engineering for Facilities*

f) UFC 3-600-10N, *Fire Protection Engineering*

g) UFC 3-800-10N, *Environmental Engineering for Facility Construction*

h) UFC 4-010-01, *DoD Minimum Antiterrorism Standards for Buildings*

i) UFC 4-020-01, *Security Engineering: Facilities Planning Manual*

Task Order requirements contain the project description, functional and performance requirements, scope items, and expected quality levels that exceed Part 4. Part 4 identifies design criteria, verification requirements, and performance and quality requirements of products. See "Order of Precedence" paragraph in Part 2 for relationships between all parts of this RFP.

See Attachment A for project-specific submittal requirements.

5. **FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS**: Work shall comply with applicable criteria identified herein and Attachment A. Any project including work on means of egress, fire rated elements, Fire Suppression, Mass Notification, or Fire Alarm Systems shall require the services of a Registered Fire Protection Engineer per Attachment A.

Final Life Safety/Fire Protection Certification Documentation: Unless otherwise specified in Attachment A, provide certification that all life safety and fire protection features and systems have been installed in accordance with applicable criteria, the contract documents, approved submittals, and manufacturer's requirements. This certification shall summarize all life safety and fire protection features.

6. **QUALITY CONTROL**: Maintain quality control for and inspect all work under the contract. The DOR, as a member of the Contractor QC organization, shall remain directly involved during the construction process. For certain projects, the Quality Control Manager, Superintendent, or Site Safety and Health Officer may be combined – see paragraphs 6 and 34 in Attachment A. Further QC requirements are identified in Attachment A.

a. Submit a QC Plan for Government review and acceptance. The QC plan shall include the following:

1) NAMES, QUALIFICATIONS and RESPONSIBILITIES: For each person in the QC organization (design and construction).

2) OUTSIDE ORGANIZATIONS: Outside organizations, including architectural and consulting engineering firms and a description of the services these firms will provide.

3) 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.

4) TESTING LABORATORIES: Accredited laboratories as applicable.

5) TESTING PLAN AND LOG: Tests required, referenced by specification paragraph number requiring the test, frequency, and person responsible for each test.

6) 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.

7) COMMUNICATION PLAN: Provide a plan for key decisions and possible problems the Contractor and Government may encounter during the design phase of the project.

Communication Plan shall indicate the frequency of design meetings and what information is covered in those meetings, key design decision points tied to the Network Analysis Schedule and how the DOR plans to include the Government in those decisions, peer review procedures, interdisciplinary coordination, design review procedures, and comment resolution.

b. QC Manager Responsibilities:

1) Participate in the Post Award Kick-off, Partnering, Design Development and Coordination Meetings and Production Meetings.

2) Ensure that no construction begins before the DOR has signed and stamped the design for that segment of work, and design and construction submittals are approved as required in Attachment A and the QC Plan.

3) Immediately stop any work that does not comply with contract plans and specifications, and direct the removal and replacement of any defective work.

4) Prepare QC Reports.

5) Prepare daily Contractor Production Reports.

6) Hold weekly QC meetings with DOR, Superintendent and Government technical team; participation shall be suitable for the phase of work.

7) Ensure that safety inspections are performed. Attend weekly Toolbox meetings.

8) Maintain submittal log.

9) Maintain updated as-built drawings on site.

10) Maintain testing plan and log. Ensure that all testing is performed per contract.

11) Maintain deficiency log on site, noting dates deficiency identified, and date corrected.

12) Certify and sign statement on each invoice that all work to be paid under the invoice has been completed in accordance with contract requirements.

13) Perform Punch-out and Pre-final inspections, and participate in Final Inspections. Establish list of deficiencies; correct prior to the Final inspection.

14) Ensure that all required keys, operation and maintenance manuals, warranty certificates, and the As-built drawings are submitted to the Contracting Officer.

c. Use the Three Phases of Control process for construction QC.

1) 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.

2) 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.

3) 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.

d. QC and Alternate QC Manager qualifications (Task Order Specific):

1) Complete the course entitled "Construction Quality Management (CQM) for Contractors." and maintain a current certificate. The QC Manager that does not have a current certification must obtain the CQM for Contractors course certification within 90 days of award. This course is periodically offered by the Naval Facilities Engineering Command and the Army Corps of Engineers. Contact the Contracting Officer for class schedule information.

2) Familiar with requirements of USACE EM 385-1-1, and experience in the areas of hazard identification and safety compliance.

3) Five years of combined experience as a Superintendent, QC Manager, Project Manager, or Project Engineer on similar size and type construction contracts, and at least two years' experience as a QC Manager.

7. **SUBMITTAL PROCESS**: Provide to the Government submittals as listed. See Paragraph 4, DESIGN, and Attachment A for specific design and construction submittal format and approval and surveillance requirements. Drawings may be prepared more like shop drawings to minimize construction submittals after plans are approved. Therefore, the Contractor is encouraged to prepare and submit with the drawings, appropriate connection, fabrication, layout, and product specific drawings.

a. QC Plan, prior to Design/Construction (may be phased).

b. Design and construction submittals, prior to construction, approved IAW QC Plan, The DOR or QC Specialist is the approving authority for submittals unless otherwise indicated in Attachment A.

c. DOR-approved drawings and construction submittals identified in Attachment A for Government surveillance (typically Fire Protection system and Life Safety submittals). Stamp the submittals "FOR SURVEILLANCE ONLY." Submit Surveillance submittals to the Government prior to starting work for that item. Submittals required for surveillance will be returned only if corrective actions are required.

d. Material Safety Data Sheets (MSDS) as applicable.

e. Schedule: Provide detailed design schedule and preliminary construction schedule, due prior to PAK.

f. Environmental Protection Plan, prior to start of the work.

g. Contractor Safety Self-Evaluation Checklist.

h. Accident Reports – submit if incidence occurs.

i. Safety Submittals: Per Paragraph 34 and Attachment A, prior to construction.

j. Schedule of Prices, initial schedule due 21 calendar days after award and a detailed schedule due prior to construction.

k. Budget Management Summary: Per Attachment A.

l. Record Drawings, due at Beneficial Occupancy

m. Operation and Maintenance Information: Per Paragraph 23, Part 2 Attachment A, and Part 4. Due prior to testing as applicable, no later than 30 calendar days before Beneficial Occupancy.

n. Licenses and Permits: Per Attachment A and Part 4.

o. DD Form 1354: For all new construction, demolition, and any construction on an existing facility that adds new parts, items, or systems that are not maintenance or repair; e.g. replacement of windows, replacement of roofs, replacement of an exterior utility, adding an AC system, adding exterior lighting, the DOR shall prepare DD Form 1354 TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY, in accordance with UFC 1-300-08, available at http://65.204.17.188/report/doc_ufc.html.

Submit form for Government approval a minimum of 30 calendar days prior to final acceptance of work.

8. **SUPERVISION:** The Contractor shall have a supervisor fluent in English on the job site during working hours. Additional requirements per Attachment A.

9. **SCHEDULE:** Provide Design and Construction Schedule adequate for Contractor to efficiently manage project and for Government to efficiently manage QA and scheduling interfaces. Include construction phasing and any work restrictions (such as occupied spaces, special hours, potential work disruptions). Schedule shall contain DFOWs and dates for completion of each task including material procurement, and construction activities. Update the schedule at least monthly; use 3-week look-ahead for each QC meeting.

10. **BUDGET MANAGEMENT:** The Contractor shall be responsible for budget management throughout the entire project. It is the intent of the Government to partner with the Contractor to maximize project value while strictly controlling contract modifications and maintaining overall fiscal control. When required in Attachment A, develop a Budget Management System for each phase of the design.

11. **PRECONSTRUCTION CONFERENCE**: Prior to construction or demolition start, meet with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the safety programs, environmental issues, safety of building occupants and surrounding area, hazardous materials, waste disposal, construction QC procedures, construction schedule, labor provisions and other construction phase contract procedures. The Preconstruction Conference shall reinforce partnering philosophy initially established during the PAK.

12. **ACCESSIBILITY:** Provide barrier-free design in accordance with the requirements of the DEPSECDEF Memorandum "Access for People with Disabilities" dated Oct 31, 2008. The memorandum updates the DoD standards for making facilities accessible to people with disabilities. The US Access Board issued an update of the accessibility guidelines which the DEPSECDEF Memorandum implements with military unique requirements specified in the memorandum attachment. The new DoD, "ABA (Architectural Barriers Act) Accessibility Standard" (DoD ABAAS) and the DEPSECDEF Memorandum are located at http://www.access-board.gov/ada%2Daba/aba-standards-dod.cfm .

13. **CONTRACTOR'S PRODUCTION REPORTS:** Submit Contractor Production Reports on forms furnished for this purpose. Complete the reports weekly unless otherwise requested by the Contracting Officer. Reports shall include:

a. 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.
b. Safety meetings, checks and inspections.
c. Disposition of Construction Waste Material: Per Environmental Protection Plan.
d. Design and Construction Services: Including, but not necessarily limited to:
   1) Check all Contract Documents for correctness and correlation. If the Contractor notes any discrepancy or ambiguity, immediately notify the COR.
   2) Examine the work site as to conditions affecting the work. Field verify the site and scope of work, including but not limited to the measurement and location of all significant items required to perform

the work. Failure by the Contractor to familiarize oneself with available information regarding these conditions shall not relieve the Contractor from the responsibility of successfully completing the work.

14. **SCHEDULE OF PRICES:** Submit on forms furnished by the Government. The initial schedule of prices may be preliminary for construction activities until the design is developed. Include a detailed breakdown of the contract price, with quantities for each kind of work. Include General Conditions, profit, and overhead in the unit prices. Break down into design and each construction category if stated in Attachment A. The Contractor may invoice for bonds once the Government has approved the bonds, however, no other requests for payment will be processed without an approved Schedule of Prices.

15. **CONTRACTOR INVOICES:** Contractor requests for payment shall conform and will be processed in accordance with the requirements of FAR 52.232-5 and FAR 52.232-27.

a. Content of Invoice: Requests for payment in accordance with the terms of the contract shall consist of the following: (If NFAS Clause 5252.232-9301 is present in the contract, documents shall be provided as attachments in Wide Area Workflow (WAWF). The maximum size limit per attachment is less than 2 megabytes, but you may have an unlimited number of attachments. If a document cannot be attached to WAWF due to system or size restrictions it shall be provided as instructed by the contracting officer). If NFAS Clause 5252.232.9301 is not present in the contract, follow the invoicing instructions provided in the contract.

1) Contractor's Invoice on NAVFAC Form 7300/30, which shall show, in summary form, the basis for arriving at the amount of the invoice.

2) Contractor's Monthly Estimate for Voucher (LANTNAVFACENGCOM Form 4-4330/110 (New 7/84)), with subcontractor and supplier payment certification.

3) Affidavit to accompany invoice (LANTDIV NORVA Form 4-4235/4 (Rev. 5/81)).

4) Updated copy of submittal register.

5) Updated copy of progress schedule. Furnish as specified in "FAR 52.236-15, Schedules for Construction Contracts."

6) Network mathematical analysis.

7) Contractor Safety Self Evaluation Checklist (original)

8) Final release (for final payment only)

b. Payment:

1) Payment will be made on Contractor's submission of itemized requests and will be subject to reduction for overpayments or increased for underpayments from previous payments. The Government may withhold payment or reduce payments for the following:

a) Defects in material or workmanship.

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

c) Contractor's failure to submit an updated schedule.

d) Payroll violations.

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

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

a) Conditions described in Attachment A.

b) Materials adequately insured and protected from theft and exposure.

c) 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.

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

e) Conditions specified in FAR 52.232-5(b) Payments Under Fixed Price Construction Contracts.

16. **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:

a. 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.

b. 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.

c. Preserve the natural resources in accordance with the approved environmental protection plan.

17. **EXISTING UNDERGROUND UTILITIES:** Verify on-site utilities and have them marked out by a utility locator service prior to the start of construction. Where existing piping, utilities, oil and gas lines, and underground obstructions of any type that are to remain are indicated in locations to be traversed by new piping, ducts, and other work provided herein, and such are not indicated or specified to be removed, the elevations of the existing utilities and obstructions shall be determined before the new work is laid closer than the nearest manhole or other structure at which an adjustment in grade could be made. Obtain required dig permits and notify the Contracting Officer 21 calendar days prior to any excavation. Refer to Attachment A for specific station requirements.

18. **LICENSES/PERMITS**: Obtain all appointments, licenses, and permits required to perform work under this contract at no additional expense to the Government. See "Permits Record of Decision" (PROD) form for list of permits. 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*). Coordinate permit applications with Navy or local environmental office.

The contractor shall submit a complete PROD form with the first design submittal package. A blank PROD form can be obtained at the Download Tab of Part 6 of the NAVFAC Design-Build website at the following link http://www.wbdg.org/ndbm/Download/Download.html?Tab=Download. Contractor shall determine correct permit fees and pay said fees. Copies of all permits, permit applications, and the completed PROD form shall be forwarded to the Government's Civil Reviewer and Environmental Reviewer.

Contractor is exclusively responsible for his full compliance with patent laws and shall affirm that the company is licensed to use equipment and processes the company shall employ in this project.

19. **CONTRACTOR WORK SITE**: 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. 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.

    a. **Temporary Facilities**: The Contractor may provide his own office facilities; coordinate and obtain advance approval from the Contracting Officer. 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.

    b. **Contractor-Furnished Equipment**: Equipment is subject to the inspection and approval of the Contracting Officer, prior to and during the life of the contract. All equipment and vehicles shall display readily visible Contractor identification markings. Relocate stored Contractor equipment which may interfere with operations of the Government or with others on-site.

    c. **Contractor-furnished Material**: Protect and secure products stored at this site.

    1) All replacement units, parts, components, and materials to be used in the maintenance, repair and alteration of facilities and equipment shall be new and compatible with the existing equipment on which it is to be used, and shall comply with applicable Government, commercial, or industrial standards such as Underwriter's Laboratories, Inc., and National Electrical Manufacturers Association.

    2) In addition, submit a current certificate recognized by the State or local authority that states the Contractor has completed at least 10 hours of training in backflow preventer installations.

20. **TEMPORARY UTILITIES**:

    a. The Government will provide water and power in reasonable quantities at the prevailing rates.

    b. All labor, material, and equipment necessary to affect temporary utility tie-ins, including transformers if necessary, shall be at the expense of the Contractor and under the surveillance of the Contracting Officer.

    c. The Contractor shall be responsible for any damages to Government, private or public facilities and property that may result from the installation and removal of these temporary utility tie-ins. Corrections and repairs shall be made at the Contractor's expense.

    d. The actual location and installation of the temporary tie-in, together with any interruptions of utilities systems, shall be identified and approved by the Contracting Officer prior to execution. Notify the COR and Station Utilities 15 calendar days prior to any tie-ins.

    e. Permanent utility systems, when indicated, will be available for tie-in.

    f. Telephone and Data Service: Make arrangements with local telephone company, NMCI and other pertinent base communication departments.

    g. Maintain utility services to existing facilities surrounding the site at all times during construction.

    h. Contractor shall install and certify back flow preventers on all connections to the potable water supply system.

21. **ENVIRONMENTAL CONTROLS AND PROTECTION**

Unforeseen Hazardous Conditions: Do not disturb hazardous materials and report condition immediately to the Contracting Officer potentially hazardous conditions that are uncovered or the Contractor becomes aware of that have not been identified in the RFP. This includes hazardous components and materials and contamination (see UFC 3-800-10 for more information). This includes conditions that are not only hazardous to humans but wildlife, marine life and the environment. Stop work in the area of the questionable material or condition until identification and direction is provided.

22. **WASTE MANAGEMENT**: Develop a Waste Management Plan that identifies all recyclable material and disposal methods for all material. 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 as part of the waste management plan. Report volume or weight of disposed and recycled materials. The Contractor is responsible for removing and disposing of all waste materials generated. Consider all material recyclable or reusable, unless clearly demonstrated the material requiring disposal is waste material.

23. **RECORD DRAWINGS AND OPERATION & MAINTENANCE (O&M) DATA**: Furnish hard copy and electronic format for all as-built and O&M information. Record drawings shall incorporate all changes to the approved final design. Provide O&M data for as-built products, materials, and equipment, including data sheets, test reports, warranties, certificates, list of spare parts suppliers for all pieces of equipment, and approved construction submittals. Refer to Attachment A.

24. **WARRANTY**: 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. For 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 if applicable, and ticket number.

25. **PERFORMANCE EVALUATIONS:** The evaluation will take into account all aspects of the Contractor's performance, including evaluations from Performance Assessment Plans when included in Attachment A. Performance evaluations may be completed any time during the contract. The Government will provide a copy of the performance evaluation and an opportunity to discuss the evaluation. The performance evaluations will have an impact on the award of future contracts.

26. **WORK HOURS, ACCESS AND PASSES**: All Contractor employees, including subcontractors, and subcontractors' employees, suppliers, and suppliers' employees shall be required to comply with the Installation Security Requirements regarding personnel, vehicle, and equipment security passes and access the jobsite. Nothing in the contract shall be construed in any way to limit the authority of the Commanding Officer to prescribe new, or to enforce existing security regulations governing the admission or exclusion of persons and the conduct of persons while aboard the station, including but not limited to, the rights of search of all persons or vehicles aboard the station.

Coordinate with the Contracting Officer for specific security and access requirements.

a. Access to Buildings/ Occupied Buildings: The Contractor may work in or around existing occupied buildings. The Contractor is responsible, via the Contracting Officer, to obtain access to building and facilities and arrange for them to be opened and closed. Do not enter the building(s)

without prior approval of the Contracting Officer. Keep the existing buildings and their contents secure at all times. Provide temporary closures as required to maintain security. Contract personnel will not be permitted in security-regulated buildings or areas unless cleared by the Security Officer.

b. Passes and Badges: Contractor employees and representatives performing work under this contract are required to be either United States citizens or documented legal residents (status verified by prime contractor). All Contractor employees shall obtain the required employee and vehicle passes. Each employee shall wear the Government issued badge over the front of the outer clothing. Failure to obtain security and base access passes shall not be a cause for contract performance time extension. The Contractor shall immediately turn in all terminated employee's badges to the issuing office.

1) Personnel will be issued appropriate identification badges when the Contractor submits, in writing on company letterhead, a list indicating that all individuals are bona fide employees. Employees shall complete questionnaires and other forms as required for security. Allow 14 calendar days for background checks and processing. The list shall contain the following information:

a) Name of employee

b) Social Security Number

c) Date of Birth

d) Place of Birth

e) Citizenship, Statement of (U.S.) or proof of documented legal residency

f) Employment Eligibility Verification Form (DHS FORM I-9). This form is available at http://uscis.gov/graphics/formsfee/forms/files/I-9.pdf

c. Contractor Vehicles: All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair. The company name shall be displayed in a clearly visible manner and size on each Contractor vehicle used in the course of work. Registration, proof of insurance and driver's licenses are required to obtain a station vehicle pass.

d. Work Hours: Unless otherwise indicated, work will be located on a Government compound, military installation, or station. Contractor regular work hours shall be between 0630 and 1730 Monday through Saturday, or as indicated in Attachment A. Obtain advance approval from the Contracting Officer for Contractor personnel to remain on site beyond normal working hours. Notify the Contracting Officer at least 48 hours in advance to obtain approval for access to the jobsite or work outside of regular working hours or on Sundays and Federal Holidays.

e. Contractor Personnel**:** Provide the Contracting Officer the name(s) of the supervisory person(s) authorized to act for the Contractor. Provide, and update as required, a list of the key personnel for the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency.

f. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. Remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

27. **SECURITY REQUIREMENTS**: All security requirements apply to all subcontractors and suppliers associated with this contract. Special or extraordinary security requirements are identified in Attachment A. In addition to special or extraordinary security requirements, comply with the following:

a. Do not publicly disclose any information concerning any aspect of the materials or services relating to this contract, without prior written approval of the Contracting Officer.

b. Do not disclose or cause to be disseminated any information concerning the operations of the activity's security or interrupt the continuity of its operations.

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

d. Direct to the Contracting Officer and or Installation Security Officer for resolution all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.

e. Coordinate photography requirements with the Contracting Office. Some areas restrict or prohibit photographing Government property.

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

28. **REQUIRED INSURANCE**: Within 15 calendar days after award, furnish the Contracting Officer a Certificate of Insurance as evidence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, *Insurance Work On A Government Installation* or as identified in 00 73 01 Special Conditions GTMO whichever is more stringent:

*a.* Comprehensive General Liability: $500,000 per occurrence.
*b.* Automobile Liability: $200,000 per person, $500,000 per occurrence for bodily injury; $20,000 per occurrence for property damage.
*c.* Worker's Compensation: As required by Federal and State Worker's compensation and occupational disease and other laws.
*d.* Employer's Liability Coverage: $100,000, except in states where worker's compensation may not be written by private carriers.
*e.* Others as required by state law.
*f.* Above insurance coverage are to extend to Contractor personnel operating Government owned equipment and vehicles.
*g.* The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in Attachment A.

For projects which require removal of asbestos containing materials the Asbestos Contractor or Subcontractor, as the case may be shall provide occurrence-based liability insurance with asbestos coverage in an amount not less than $1,000,000 and shall name the Government and PQP as additional insureds.

29. **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. These 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.

30. **GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT**: If applicable, the Government will furnish the materials and equipment for installation by the Contractor pursuant to contract clause FAR 52.245-2, *Government Property (Fixed Price Contracts)*. Notify the Contracting Officer in writing at least 15 calendar days before the materials and equipment are required. Pick up materials

and equipment no later than 30 calendar days after such date. When materials and equipment are not picked up by the 30th day, the Contractor will be charged for storage at the prevailing rate. The Contracting Officer will specify the location of materials and equipment and the delivery location.

31. **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.

32. **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 wavier or relinquishment to any extent of the right to assert or rely upon such terms or options on any future occasion.

33. **EQUITABLE ADJUSTMENTS – WAIVER AND RELEASE OF CLAIMS:**

a. Whenever the Contractor submits a claim for equitable adjustment under a clause which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustment arising out of delays or disruptions.

b. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived: (1) any adjustments to which he otherwise might be entitled under the clause where such claim fails to request such adjustments; and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

c. The Contractor agrees that, if required by the Contracting Officer, it shall execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, including its officers, agents, and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions caused by the aforesaid change.

34. **SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS:**

a. References: The publications listed below form a part of this specification to the extent referenced. Use current version of referenced requirements at the time of contract solicitation. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1, *Safety Requirements for Personal Fall Arrest System, Subsystems and Components*
ANSI A10.32, *Fall Protection systems for Construction and Demolition Operations*
ANSI A10.6, *Demolition Operations*
ANSI Z9.2, *Fundamentals Governing the Design and Operation of Local Exhaust Systems*
ANSI Z88.2, *Respiratory Protection*
ANSI Z358.1, *Emergency Eyewash and Shower Equipment*

ASME INTERNATIONAL (ASME)

ASME B30.22, *Articulating Boom Cranes*
ASME B30.3, *Construction Tower Cranes*
ASME B30.5, *Mobile and Locomotive Cranes*
ASME B30.8, *Floating Cranes and Floating Derricks*

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)
ASTM Standards on Lead-Based Paint Abatement in Buildings
ASTM E 1368, *Visual Inspection of Asbestos Abatement Projects*

DEPARTMENT OF DEFENSE (DoD)
MIL-STD-1472F, Military Standard, *Human Engineering Design Criteria for Military Systems, Equipment and Facilities*
DoD-HDBK 743A, *Anthropometry of US Military Personnel*

DEFENSE LOGISTICS AGENCY (DLA)
DLA 4145.25, *Storage and Handling of Compressed Gases and Liquids in Cylinders*

EPA Standards and Documents – General
15 U.S.C. 2601 – *Toxic Substances Control Act*
EPA Title X – *The Residential Lead Based Paint Hazard Reduction Act*
EPA & HUD – *Lead Safe Work Practices*
HUD Guidelines, *Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing*

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
NFPA 241, *Safeguarding Construction, Alteration, and Demolition Operations*
NFPA 51B, *Fire Prevention During Welding, Cutting, and Other Hot Work*
NFPA 70, *National Electrical Code*
NFPA 70E, *Electrical Safety in the Workplace*

U.S. ARMY CORPS OF ENGINEERS (USACE)
EM 385-1-1 Safety -- *Safety and Health Requirements*

UNITED FACILITIES CRITERIA (UFC)
UFC 3-560-01, *Electrical Safety, O&M*

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
29 CFR 1910 *Occupational Safety and Health Standards*
29 CFR 1910.146 *Permit-required Confined Spaces*
29 CFR 1915 *Occupational Safety and Health Standards for Shipyard Employment*
29 CFR 1926 *Safety and Health Regulations for Construction*

b. Submittals: A "G" following a submittal indicates that Government approval action is required.
1) Contractor Accident Prevention Plan (APP), comply with EM 385-1-1, Appendix A; G
2) Contractor Safety Self-Evaluation Checklist; G
3) Monthly Work-Hour Reports
4) Crane Critical Lift Plan; G
5) Accident Reports – submit if incidence occurs.
6) Activity Hazard Analyses, as applicable.

c. Weight Handling Equipment (WHE) Accident: A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over).

d. Contractor Safety Self-Evaluation Checklist: Contracting Officer will provide a "Contractor Safety Self-Evaluation checklist" to the Contractor. Complete the checklist monthly and submit with each request for payment. A score of 90 or greater is required. Failure to submit the completed safety self-evaluation checklist or achieve a score of at least 90, will result in a retention of up to 10 percent of the voucher.

e. Regulatory Requirements: In addition to the detailed requirements included in this contract, work performed shall comply with USACE EM 385-1-1, and the laws, ordinances, criteria, rules and regulations included in Attachment A. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply. UFC 3-560-01 takes precedence over all other guidance for electrical safety.

f. Site Safety and Health Officer (SSHO) Qualifications & Duties: SSHO shall perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The assignment of the SSHO does not relieve the Contractor from the regulatory requirements governing safety responsibility. The SSHO on this project can be the site superintendent unless otherwise indicated in Attachment A.

In addition to duties required in EM 385-1-1 the SSHO shall perform the following:

1) Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the daily production report.
2) Attend pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic progress meetings.

Failure to actively apply an acceptable safety program will result in dismissal and a project work stoppage that will remain in effect pending approval of a suitable replacement.

g. Accident Notification and Reports

1) For recordable injuries and illnesses, and property damage accidents resulting in at least $2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, fill out the Contractor Incident Report (CIR) electronically and submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) within 5 calendar days. The Contracting Officer will provide copies of any required or special forms.
2) For any weight handling equipment accident (including rigging gear accidents), the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Crane operations

shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

3) Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than $2,000, or any weight handling equipment accident. Include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident ( e.g., type of construction equipment used, PPE used). Preserve the conditions and evidence on accident site until the Government investigation team arrives and Government investigation is conducted.

4) Monthly Work-Hour Reports: Monthly work-hour reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

h. Hot Work: Prior to performing "Hot Work" (e.g., welding, cutting) or operating other flame-producing/ spark-producing devices, request a written permit from the Fire Division. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. It is mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site as required after completion of the task or as specified on the hot work permit.

i. Hazardous Material Use: Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material.

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocynates, or lead-based paint are prohibited. The Contracting Officer, upon written request may consider exceptions to the use of any of the above excluded materials.

The Request for Proposal should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4, *Changes*, and FAR 52.236-2, *Differing Site Conditions*.

j. Pre-outage Coordination Meeting: Apply for utility outages at least 15 days in advance. As a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

k. Fall Hazard Protection and Prevention Program: Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Include company policy; identify

responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

1) Fall Protection for Roofing Work: Implement all protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.
    a) A safety monitoring system is not adequate fall protection for low sloped roofs and is not authorized.
    b) Work on steep-sloped roofs, including residential or housing type construction, requires a personal fall arrest system, guardrails with toe-boards, or safety nets.

2) Fall Prevention and Design: During design, consider and eliminate fall hazards encountered at the facility during maintenance evolutions whenever possible. If it is not feasible to eliminate or prevent the need to work at heights with its subsequent exposure to fall hazards, include control measures in the design to protect personnel conducting maintenance work after completion of the project. In addition to the detailed requirements included in the provisions of this contract, incorporate the requirements of 29 CFR 1910 Standards in the design (29 CFR 1915 applies for work in Shipyards).

l. Weight Handling Equipment:

1) Crane Critical Lift Plan: Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. Submit the plan 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. as well as the following:

    a) For lifts of personnel, demonstrate compliance with the requirements of 29 CFR 1926.550(g).
    b) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.

2) Provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. The Certificate of Compliance shall state that the crane operator(s) is qualified and trained in the operation of the crane to be used. Also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). Post these certifications on the crane.

3) Notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

4) Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.

5) Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.

6) Under no circumstance make a lift at or above 90% of the crane's rated capacity in any configuration.

7) When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

8) Use cribbing when performing lifts on outriggers.

9) Position the crane hook/block directly over the load. Side loading of the crane is prohibited.

10) Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall be available for review by Contracting Officer personnel.

11) Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

12) Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

13) Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations, set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. Include this maximum wind speed determination in the activity hazard analysis plan for that operation.

m. Utility Locations and Verification Prior to Excavation: Obtain appropriate digging permit from Base personnel through Contracting Officer prior to digging. 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. Maintain all markings during utility investigation throughout the contract. Locate utilities in accordance with Paragraph 17 and Attachment A.

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 0.61 m (2 feet) of a known utility. If construction is parallel to an existing utility, expose the utility by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

n. 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 used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

o. Conduct of Electrical Work: Follow electrical safety criteria specified in UFC 3-560-01, USACE EM 385-1-1, and NFPA 70E during the conduct of all work.

p. 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.

1) 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).

2) 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.

3) 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.

4) Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

q. Ergonomics Considerations During Design: Design facilities, processes, job tasks, tools and materials to reduce or eliminate work-related musculoskeletal (WMSD) injuries and risk factors in the workplace. Design maintenance access to reduce WMSD risk factors to the lowest level possible. In addition to requirements included in this contract, design shall incorporate the requirements of MIL-STD-1472F.

-- End of Section --

H.5 GEN REQ-ATTACH A

H.5: Small Project General Requirements (Attachment A)

Attachment A will be modified to show additional requirements per Task Order.

# Small Project, Attachment A
# Project-Specific General Requirements

05/11

The following requirements are project specific and may either supplement and/or modify those requirements contained in the body of Part 2, General Requirements, for Small Projects. Paragraph numbers in Part 2 correspond to paragraph numbers used in Part 2, Attachment A.

**Paragraph 3 - POST AWARD KICKOFF MEETING (PAK)**

**Paragraph 4 - DESIGN**

Submit Consolidated RFP Documents for Government review as necessary.

Submit sketches, calculations and manufacturer's data to demonstrate compliance with contract requirements. The Contractor is encouraged to prepare drawings more like shop drawings to minimize construction submittals.

1. Construction submittals are to be Contractor-approved, except those listed below: Government Approval required for: (Modify List as required for in individual task order.)
2. Submit the following construction submittals, approved by the DOR, to the Government for surveillance: (Modify List as required for in individual task order.)

**Paragraph 5 - FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS**

Not Used

**Paragraph 6 - QUALITY CONTROL**

The Superintendent may not serve also as the Quality Control Manager on this project. However, Quality Control Manager may serve as Site Safety Health Officer provided individual has required qualifications.

**Paragraph 7 - SUBMITTAL PROCESSING**

| | SUBMITTAL/BENCHMARK | DURATION | BENCHMARK | RECEIVED | STATUS |
|---|---|---|---|---|---|
| 1 | Quality Control Plan | | | | |
| 2 | Material Safety Data Sheets | | | | |
| 3 | Construction Schedule | | | | |
| 4 | Waste Management Plan | | | | |
| 5 | Safety and Health Plan | | | | |
| 6 | Schedule of Prices | | | | |
| 7 | Budget Management Summary | | | | |
| 8 | Record Drawings | | | | |
| 9 | Operation and Maintenance Information | | | | |
| 10 | Licenses and Permits | | | | |
| 11 | Badge Requests | | | | |
| 12 | Statement of Acknowledgement SF 1413 | | | | |
| 13 | Demolition and Work Plan | | | | |
| 14 | Submittal Register | | | | |
| 15 | Performance/Payment Bonds | | | | |
| 16 | Environmental Protection Plan | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 17 | Certificates of Insurance | | | | |
| 18 | DD Form 1354 | | | | |

**Paragraph 8 – SUPERVISION**

The Superintendent may not serve also as the Site Safety and Health Officer on this project.

**Paragraph 10 - BUDGET MANAGEMENT**

**Paragraph 14 - SCHEDULE OF PRICES**

**Paragraph 15 - INVOICES**

**Paragraph 17 - EXISTING UNDERGROUND UTILITIES**

**Paragraph 19 - CONTRACTOR WORK SITE**

**Paragraph 20 - TEMPORARY UTILITIES**

Refer to Specification 00 73 01 (attached).

**Paragraph 21 - ENVIRONMENTAL CONTROLS AND PROTECTION**

All work shall be conducted in conformance with UFGS Specification 01 57 19 01 25 (attached). The Contractor is required to complete and submit evidence of completion of the Environmental Compliance Assessment Training and Tracking (ECATTS) program.

**Paragraph 22 - WASTE MANAGEMENT**

Refer to Specification 00 73 01 (attached).

**Paragraph 23 - RECORD DRAWINGS AND OPERATION & MAINTENANCE (O&M) DATA**

Provide the Contracting Officer with two copies of half size as-built drawings, one copy of full-size as-built drawings, and two CDs containing drawings (in both .pdf and Autocad formats), and all construction submittals.

**Paragraph 24 – WARRANTY**

**Paragraph 25 - PERFORMANCE EVALUATIONS**

**Paragraph 26 - WORK HOURS, ACCESS AND PASSES**

Refer to Specification 00 73 01 (attached) and Small Project Part 2 General Requirements, Paragraph 26 WORK HOURS, ACCESS AND PASSES, Section D

**Paragraph 27 - SECURITY REQUIREMENTS**

Refer to Specification 00 73 01 (attached) and Small Project Part 2 General Requirements, Paragraph 27 Security Requirements.

**Paragraph 28 - REQUIRED INSURANCE**

**Paragraph 30 - GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT**

**Paragraph 34 - SAFETY AND OCCUPATIONAL HEALTH**

All work shall be conducted in conformance with UFGS Specification 01 35 26.05 25 (attached).

***End of Attachment A***

H.6 MINIMUM MAT-ENG-CONST

H.6 Minimum Materials, Engineering and Construction Requirements

MINIMUM REQUIREMENTS
Minimum Materials, Engineering and Construction Requirements

1. GENERAL REQUIREMENTS: The requirements indicated here are minimum performance requirements. More specific project functional and performance requirements, scope items and expected quality levels over and above the standards in Part 4 are identified in Part 3 of the Request for Proposal or Basic Ordering Agreement. The Contractor is encouraged to exceed the minimum requirements. The Contractor's performance evaluation will be based in part on enhancements to materials and construction provided for the contract that exceed minimum requirements.

Part 4 is a general section. Not all items in Part 4 will be required for this project. See Part 3 for project-specific requirements. See "Order of Precedence" paragraph in Part 2 for relationships between all parts of the RFP.

In general, unless otherwise indicated, Contractor shall provide all labor, equipment and materials necessary to complete the work required for the contract. All work shall be in conformance with all applicable referenced criteria, construction standards, laws and regulations, including applicable building and fire, life safety codes.

Recycled Materials Considerations:

An Affirmative Procurement Program has been established within the Federal government to promote the purchase of products containing recovered materials. This program promotes the purchase of products containing materials recovered from the solid waste stream. The intent is to conserve resources and reduce solid waste by developing markets for recycled products and encouraging manufacturers to produce quality recycled content products. The contractors shall use products that meet or exceed the EPA guideline standards for recovered content as required by the Federal Acquisition Regulations (FAR). Availability lists of manufacturers and EPA research on product usage are on the Construction Criteria Base (CCB) at http://www.ccb.org under Documents Library, NAVFAC Criteria. A partial list of products containing recycled materials for possible use is as follows:

- Rock Wool Insulation
- Fiberglass Insulation

- Cellulose Insulation
- Structural Fiberboard and Laminated Paperboard
- Cement and Concrete - Coal Fly Ash
- Carpet including backings and cushions
- Floor Tiles
- Reprocessed and Consolidated Latex Paint.

1.1 MATERIALS AND METHODS OF CONSTRUCTION. Only new materials and equipment shall be installed in the work. All materials, equipment and appliances shall be of the current manufacturers' products. No obsolete or discontinued materials, equipment and appliances shall be used, except that construction materials containing recycled content as described in Paragraph 1 of this Part that completely comply with all materials specifications found elsewhere in this Part may be used.

1.2 APPLICABLE CODES AND STANDARDS:

The construction shall be in accordance with established construction practices, and the latest revision/edition of the following referenced codes and standards. The term "Latest Revision/Edition" is defined as the version as of the project award date. References are available at www.wbdg.org/ndbm/ . The advisory provisions of all codes and standards 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 current edition of the standard at the time of contract award. UFC 1-200-01, General Building Requirements is the building code guide and contains references to other UFCs and Codes that are to be used for all sections in this contract. UFC 1-300-09N, Design Procedures, provides design guidance and contains references to other UFCs and Codes that are to be used for all sections in this contract.

1. Unified Facilities Criteria (UFC) 1-200-01, General Building Requirements
2. UFC 1-300-09N, Design Procedures
3. American Gas Association (AGA).
4. Associated Air Balance Council (AABC)
5. National Environmental Balancing Bureau (NEEB)
6. International Mechanical Code (IMC).
7. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Standards
8. Sheet Metal and Air Conditioning Contractors National Association (SMACNA) guidelines.
9. International Plumbing Code (IPC).
10. Illuminating Engineering Society North America (IESNA) Handbook
11. National Electrical Manufacturers Association (NEMA).
12. Electronic Industries Alliance (EIA)
13. Telecommunications Industry Association (TIA)
14. American Woodwork Institute
15. Architectural Woodwork Institute
16. APA – The Engineered Wood Association.
17. Steel Door Institute (SDI).
18. American Aluminum Manufacturers Association (AAMA)
19. National Wood Window and Door Association (NWWDA).
20. NRCA, Roofing and Waterproofing Manual found at http://www.nrca.net/rp/technical/manual/manual.aspx
21. American Hardware Association (AHA).
22. Building Hardware Manufacturers Association (BHMA).
23. Federal, State, County, and local environmental regulations.
24. ASHRAE Std. 90.1, Energy Standards for Buildings Except Low Rise Residential Buildings
25. American Society of Testing and Materials (ASTM)

26. American Water Works Association (AWWA)
27. National Fire Protection Association (NFPA) Codes and Standards
28. IEEE C2, National Electrical Safety Code

1.3 LOCATION-SPECIFIC CODES AND STANDARDS: For additional requirements see Part 3of individual task order.

1.4 DISCREPANCIES: When discrepancies in the referenced standards and the contract requirements occur, the more stringent requirements shall govern. The word “should” in all NFPA publications shall be interpreted as a requirement. The Authority Having Jurisdiction in the interpretation of the codes and standards, and approving the exceptions allowed in the referenced standards, shall be the Contracting Officer, and the parties designated by the Contracting Officer.

2. PERFORMANCE TECHNICAL SPECIFICATIONS

Note: The paragraph numbers used correspond with the numbers used in UNIFORMAT II/Work Breakdown Structures (WBS) as listed in the Whole Building Design Guide, Navy Design Build Master, accessible at this website: www.wbdg.org/ndbm .

SECTION A. SUBSTRUCTURE

A10 FOUNDATION

Foundations shall be reinforced concrete slabs-on-grade with continuous strip footings or isolated spread footings. Concrete slabs shall not be less than 4 inches in thickness and footings shall not be less than 18 inches below the lowest adjacent grade. Foundations shall be constructed of reinforced concrete. All construction shall comply with IBC and with applicable requirements in Section B Shell. For the purposes of interpreting IBC Chapter 18, the “Owner” and “Building Official” shall mean the “Government”, and the “Applicant” shall mean the “Contractor/Designer of Record”.

1. Contractor-Foundation Design: The Designer of Record shall evaluate the RFP data, and obtain and evaluate all additional data as required to support the design and construction.

2. Geotechnical Site Data required in Design Drawings: The Contractor's final design drawings shall include:

a. Notes identifying the soil allowable bearing capacity used in design.
b. Subsurface soil information, be it Government provided or Contractor obtained, that represents subsurface conditions existing on the project site (such as boring logs, test pits, laboratory test results and groundwater observations). The locations of all borings shall be indicated on the drawings.

3. Performance Verification and Acceptance Testing: Verification of satisfactory construction and system performance shall be via Performance Verification Testing, as detailed in this part of the RFP.

a. Earthwork: Perform quality assurance for earthwork in accordance with IBC Chapter 17. See Section G1030.

SECTION B. SHELL

Building shell may be of any materials and design allowed by applicable codes and standards, subject to specific requirements that may be applicable to a particular Activity, such as the Base Exterior Architecture Plan (BEAP) and UFC 4-010-01.

B10 SUPERSTRUCTURES

Superstructure work includes structural frames, bearing walls, floors, roofs, roof canopies, and balcony construction. Unless otherwise specified in Part 3, superstructures may be designed and constructed using any materials or combination of different materials allowed by applicable codes and standards. All design and construction shall comply with IBC. Special inspection, testing, approvals, certifications, observations and quality assurance plans as prescribed in Chapter 17 of the IBC are required.

1. Concrete: All concrete shall be constructed in accordance with ACI 301. Concrete shall have a 28-day minimum compressive strength of 3,000 psi. Slump shall be between 2 and 4 inches in accordance with ASTM C143. Provide joints as required to minimize cracking. All concrete shall be reinforced. Provide joints as required by applicable ACI standards. Unless otherwise specified in Part 3 or as indicated by the contracting officer, provide steel trowel finish for all exposed floor surfaces.

2. Masonry:

a. All concrete masonry shall be constructed in accordance with ACI 530.1. Concrete masonry shall have a minimum 28-day compressive strength of 1500 psi. Concrete masonry units shall conform to ASTM C90, grade A1. Broken blocks are not allowed. Use only standard size and shape blocks. Block may be cut when necessary. Mortar shall be Type S.

b. When used, brick shall conform to ASTM C216. In exposed construction, broken brick shall not be allowed. Standard size brick may be cut to fit job condition. Use Type S mortar.

c. Provide metal anchors for masonry and brick, including veneer construction as required by IBC.

3. Structural Steel: Structural steel exposed to weathering shall be adequately protected to prevent corrosion.

4. Steel deck: Steel form deck shall have a G90 galvanized finish, and must have a minimum 26-gage thickness. All other steel deck shall have a G90 galvanized finish, and must have a minimum 20-gage thickness.

5. Cold-formed metal framing: Cold-formed steel studs, joists and track shall be galvanized with a minimum thickness of 20-gage.

6. Wood framing: Wood framing members shall be new lumber, unless otherwise allowed by Part 3. Timber can be Douglas Fir, Douglas Fir-Larch, Hem-Fir, Southern Pine or other structurally competent species allowed by applicable codes and standards. Wood framing shall meet the following minimum grading requirements:

a. Studs - #3
b. Joists and rafters- #2
c. Beams, 4x and larger - #1 d.
d. Posts, 4x and larger - #1
e. Blocking - #3
f. Fascia, trim - #1
g. Wood Structural Panel Sheathing (Exterior Glue)
h. Roof - APA rated with span index of 24/0 – minimum thickness ½ inch
i. Walls - APA rated with span index of 32/16 – minimum thickness ½ inch
j. Flooring- APA rated with span index of 48/24 – minimum thickness 3/4 inch

B20 EXTERIOR ENCLOSURE

B2010 EXTERIOR WALLS

1. Exterior Wall Performance:

a. Vapor Transmission Analysis: Perform a job specific vapor transmission analysis in accordance with ASHRAE 90.1 or WUFI. The conclusion of the analysis shall indicate the appropriate locations of needed vapor retarders, air barriers, and anticipated dew-point locations in the exterior enclosure during different critical times of the year.

b. Maximum Air Infiltration: The maximum allowable air leakage for any material used as part of the air barrier system for the opaque enclosure shall be 0.02 L/s/M² @ 75 Pa (liters/second per square meter at 75 Pa pressure) [0.004 cfm / sf at 1.57 psf], as tested according to ASTM E 2178 test protocol.

c. Wind Loads: Provide wind load calculations for exterior cladding in accordance with ASCE-7 with comparative analysis of the cladding system to be provided.

d. Water Penetration: No water penetration shall occur at a pressure of 39 Kg/m2 (8 psf) of fixed area when tested in accordance with ASTM E 331.

e. Insulating Value: The complete wall system shall have a minimum insulating value as required by the building code and as required to meet ASHRAE Standard 90.1 as modified by the Energy Policy Act of 2005.

2. Masonry Veneer Exterior Wall Closure Components: Masonry veneer shall include load bearing and non-load bearing exterior walls of the structure, and shall include colored mortar, special shapes such as sills, headers, trim units and copings of brick masonry, precast concrete, concrete masonry units, or other approved material. Utilize BIA Technical Notes to design, detail, and construct brick masonry walls. Substitute directive language in the place of BIA suggestive language. The results of these wording substitutions change this document to required procedures. The veneer shall be tied to the backup wall system with a system that allows the veneer to move independently of the backup wall system, while being structurally supported. The masonry veneer shall allow for expansion and contraction of the veneer without cracking the exterior material.

a. Masonry Veneer Installation: Conform to ACI 530.1 for masonry veneer installation, including cold weather construction. Antifreeze admixtures are not to be used.

b. Mortar: Provide factory-tinted colored mortar conforming to ASTM C270, unless DOR directs otherwise.

c. Expansion/Control Joints: Locate expansion/control joints and seal with proper backing material and ASTM C 920 polyurethane sealant, or preformed foam or rubberized expansion joint closure. Conform to UFC 3-100-10 and BIA Technotes 18, 18A.

d. Brick: shall be ASTM C216, Grade SW, type FBS, or type FBX for detail work. ASTM C67 test rating shall be "Not effloresced". Use FBA brick only for special architectural effects requiring a non- uniform size.

e. Split Faced or Ground Faced Masonry: ASTM C 90

f. Cast Stone Trim Units: Cast Stone shall meet or exceed the requirements of ASTM C 1364.

g. Wall Cavity: shall Comply with the and BIA Technical Notes 21A, 21B, 21C, 28B

h. Through-Wall Flashing Components: Through-wall flashing with weep holes shall be incorporated in cavity wall construction. Flashing shall be 7 ounce copper flashing with a 3 ounce bituminous coating on each side or a fiberglass fabric bonded on each side of the copper sheet; 16-ounce uncoated copper, 28 gauge Type 302 or 304 stainless steel is also acceptable. `Flexible membrane flashing, plastic or PVC-based membrane flashing is prohibited.

i. Reinforcing in Veneer Layer: Reinforcing in the veneer layer shall be galvanized in accordance with ASTM A 123/A123M, ASTM A153/A153M, or ASTM A653/A653M, Z275 (G90) coating, and be of sufficient size to eliminate damage to the veneer layer from wind and other live and dead loads imposed on the veneer layer.

j. Masonry Cleaning: Clean the masonry in accordance with manufacturer's instructions and BIA Technote 20.

3. Metal Wall Panel Exterior Closure

Panels shall have factory applied, baked coating to the exterior and interior of metal wall panels and metal accessories. Exterior finish topcoat shall be of 70 percent polyvinylidene fluoride (PVDF) resin with not less than 0.8 mil dry film thickness (DFT). Exterior primer shall be standard with panel manufacturer with not less than 0.8 mil dry film thickness (DFT).

Wall system and attachments shall resist wind loads as determined by ASCE 7, with a factor of safety appropriate for the material holding the anchor. Maximum deflection due to wind on aluminum wall panels shall be 1/60. Maximum deflection due to wind on steel wall panels and girts behind aluminum or steel wall panels shall be limited to 1/120 of their respective spans, except that when interior finishes are used the maximum allowable deflection shall be limited to 1/180 of their respective spans.

Conformations - Non-insulated steel or aluminum wall panels shall have configurations for overlapping adjacent sheets or interlocking ribs for securing adjacent sheets and shall be fastened to framework using concealed fasteners, or choose the option for exposed fasteners when exposed fasteners are acceptable at the installation. Length of sheets shall be sufficient to cover the entire height of any unbroken wall surface.

a. Steel Wall Panels:

1) Material and Coating: Form sheets from steel conforming to ASTM A 653/A 653M, Structural Grade 40, galvanized coating conforming to ASTM A 924/A 924M, Class G-90; aluminum- coated steel conforming to SAE AMS 5036; or steel-coated with aluminum-zinc alloy conforming to ASTM A 792/A 792M, except that coating chemical composition shall be approximately 55 percent aluminum, 1.6 percent silicon, and 43.4 percent zinc with minimum coating weight of 0.5 ounce per square foot.

2) Gage: Minimum 22 U.S. Standard Gage for wall panels, but in no case lighter than required to meet maximum deflection requirements specified.

b. Aluminum Wall Panels:

1) Material and Coating - Form sheets of Alloy 3004 or Alclad 3004 conforming to ASTM B 209 having proper temper to suit respective forming operations.

2) Thickness - Minimum 0.81 mm (0.032 inch) nominal, but in no case thinner than that required to meet maximum deflection requirements specified.

c. Insulated Aluminum or Steel Wall Panels: Insulated wall panels shall be steel or aluminum factory- fabricated units with insulating core between metal face sheets securely fastened together and uniformly separated with rigid spacers. Panels shall have a factory color finish. Wall panels shall have edge configurations with interlocking ribs for securing adjacent panels. System shall utilize factory fabricated corners and trim pieces at intersections with other materials. Insulated wall panels shall be fastened to framework using concealed fasteners.

1) Insulated Steel Panels - Zinc-coated steel conforming to ASTM A 653/A 653M; or Aluminum- zinc alloy coated steel conforming to ASTM A 792/A 792M, AZ 55 coating. Uncoated wall panels shall be 0.61 mm (0.024 inch) thick minimum.

2) Insulated Aluminum Panels - Alloy conforming to ASTM B209, temper as required for the forming operation, minimum 0.81 mm (0.032 inch) thick.

4. Stucco Exterior Wall Closure

a. Portland Cement Plaster: ASTM C150, gray Portland cement Type II with 13 mm (1/2 inch) maximum chopped alkali resistant fiberglass strands, minimum 1.5 percent by weight to cement; .68 kg (1 1/2 pounds) per sack of cement. Lime shall conform to ASTM C206, Type S. System shall utilize stainless steel or zinc corner beads, J-beads and other accessories. Unless specifically deleted, the system shall utilize an acrylic admixture or coating to give additional moisture suppression to control fungus growth.

b. Exterior Insulation and Finish System (EIFS): EIMA TM 101 and 01 EIMA TM 101.86. EIFS shall be used as the non-primary or the primary exterior finish material only for projects where it is necessary to match existing EIFS.

5. Precast Concrete Wall Panels: ACI 211.1 and ACI 301. PCI MNL-116 or PCI MNL-117. Concrete shall have a minimum 28-day compressive strength of 281 Kg/cm2 (4000 psi). Joints shall include properly sized and placed backing material and fully loaded and tooled sealant joint of no less than 1/4 inch sealant material thickness.

6. Other Wall Finish Systems

a. Horizontal Wood Siding: Horizontal Wood Siding: DOC PS 20, exterior, lap type, 6 inches wide, maximum practicable lengths, 11 mm (7/16 inch) thick, smooth face. All surfaces of wood siding and trim shall be shop coated with an alkyd primer.

Species and Grades 1. Grade 1 Common spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA. 2. Grade Prime or D finish, pressure-preservative-treated hem-fir; NLGA, WCLIB, or WWPA. 3. Grade D Select (Quality) eastern white pine, eastern hemlock-balsam fir-tamarack, eastern spruce, or white woods; NELMA, NLGA, WCLIB, or WWPA. 4. Grade D Select northern white cedar; NELMA or NLGA. 5. Grade B & B, pressure-preservative-treated southern pine; SPIB.

b. Vinyl Siding System: Integrally colored, vinyl siding complying with ASTM D 3679.

c. Manufactured Faced Panels Systems Exterior Wall Siding: Glass Fiber Reinforced Cementitious Panels System: Siding made from fiber-cement board that does not contain asbestos fibers; complies with ASTM C 1186, Type A, Grade II; horizontal or vertical pattern in plain or beaded-edge style. Texture: Rough sawn or smooth, factory primed.

7. Exterior Wall Backup Construction

a. Concrete Unit Masonry: Provide concrete unit masonry to comply with ACI 530.1. Load-bearing units: ASTM C90, Non-load bearing- units: ASTM C129, Type I or II. Provide ground face units, split-faced units, ground-faced units, or split-ribbed units for exposed exterior walls. Provide water repellent admixture to masonry units where the exterior face of the units will not receive a waterproof coating such as paint

b. Damp-proofing: Damp-proof the cavity-facing wythe of the backup masonry using asphaltic primer according to ASTM D 41, if damp-proofing is not provided by a sprayed on foam or other DOR- approved membrane insulation system.

8. Load-Bearing Metal Framing System

If permitted, provide load-bearing metal framing including top and bottom tracks, bracing, fastenings, and other accessories necessary for complete installation. Framing members shall have the structural properties indicated. Where physical structural properties are not indicated, they shall be as necessary to withstand all imposed loads. Design framing in accordance with AISI SG-673. Installation shall be in accordance with DOR-approved shop drawings and manufacturer's installation instructions.

9. Exterior Studs:

| Max. Deflection Criteria | Exterior Finish |
|---|---|
| L/360 | Cement Plaster, Wood Veneer, Synthetic Plaster, Metal Panels |
| L/600 | Brick Veneer, Stone Panels |

Wall deflections shall be computed on the basis that studs withstand all lateral forces independent of any composite action from sheathing materials. Studs abutting windows or louvers shall also be designed not to exceed 1/4-inch maximum deflection and as required in UFC 4-010-01.

a. Studs - ASTM A 1003/ASTM A 1003M, Structural Grade 50, Type H minimum; provide Z180 (G60) galvanized coating in accordance with ASTM A 653/ASTM A 653M. Do not expose studs to direct moisture contact
b. Bracing - Provide horizontal bracing in accordance with design calculations and AISI SG-673, consisting of, as a minimum, runner channel cut to fit between and welded to the studs.
c. Sheathing - Provide sheathing to withstand structural loads imposed on the wall structure. Cover sheathing with either a 15 pound asphalt-impregnated building paper, or air barrier as required by the wall moisture analysis. Sheathing shall be one of the following:
    1) Plywood: C-D Grade, Exposure 1;
    2) Structural-Use and OSB Panels;
    3) Gypsum: ASTM C 79/C 79M and ASTM C 1177/C 1177M, 13 mm (1/2 inch) thick fire retardant (Type X) 15 mm (5/8 inch) thick; 1.2 meters (4 feet) wide

with square edge for supports 400 mm (16 inches) o.c. with or without corner bracing of framing. Gypsum sheathing shall be faced with materials capable of resisting six months of weathering exposure without degradation of the covering or the gypsum. Seal all joints as recommended by the manufacturer.

10. Wood Framing System: All materials shall be kiln-dried lumber complying with DOC PS 20. Installation shall be in accordance with AF&PA T11. System shall use preservative pressure treated lumber at sill plates and other members in contact with concrete and masonry surfaces.

a. Species and Grades: Provide species and grades listed: 1) Grade 2 Common spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA: 2) Grade 2 Common, hem-fir; Douglas-fir; NLGA, WCLIB, or WWPA; 3) Grade 2 Common, southern pine; SPIB.

b. Sheathing: Sheathing shall withstand structural loads imposed on the wall structure. Cover sheathing with either a 15 pound asphalt-impregnated building paper, or air barrier as required by the wall moisture analysis. Sheathing shall be as for Metal Studs.

11. Cast-in-place Concrete System: Concrete construction must be in accordance with ACI 301.

12. Insulation and Vapor Retarder: Insulation, Vapor Retarders, and Air Barrier Systems in or on Exterior Enclosure shall include: insulation, liquid, sheet or continuous film materials installed separately in or on wall assemblies to provide resistance to heat loss/gain, and vapor penetration.

a. Vapor retarder: Comply with ASTM C755. Incorporate in the exterior wall system where required by vapor transmission calculations or dew point analysis indicates the need or in conditions of high moisture exposure.

b. Bituminous Damp-proofing: Bituminous Damp-proofing shall be ASTM D449, Type I or Type II bituminous damp-proofing on the exterior surface of the interior wythe of masonry in a cavity wall (back-up wall for masonry veneer).

c. Building Paper: FS UU-B-790, Type I, Grade D, Style 1.

d. Air Barrier: Building wrap consisting of air barrier sheeting complying with ASTM E 1677, Type 1, not less than 3 mils thick with a permeance of not less than 575 ng/Pa x s x sq.m. (10 perms). Building wrap shall have a flame spread index of less than 25 in accordance with ASTM E 84. Provide building wrap over sheathing of wood or metal framed construction to reduce air penetration and airborne vapor penetration. Provide building wrap tape as recommended by the manufacturer for sealing all joints in the building wrap. Installation shall be in accordance with manufacturer’s instructions. Air barrier installation at windows shall be in accordance with ASTM E 2112.

e. Insulation Systems: Vertical and horizontal polystyrene insulation conforming to ASTM C578 or rigid polyisocyanurate board wall insulating products conforming to ASTM C591 or mineral-fiber blanket insulation conforming to ASTM C 665 shall be provided.

13. Parapets: Avoid parapets when possible, but when necessary, provide parapets with the same materials as the exterior wall construction. Provide scuppers and wall edge according to SMACNA.

14. Exterior Louvers and Screens: If required, provide louvers for Screened Equipment Enclosure or as louvers for exterior doors.

Storm shutters shall comply with ASTM E 1996-03.

15. Balcony Walls and Handrails: Balcony walls to match exterior construction. Handrails shall comply with the IBC and OSHA.

16. Exterior Soffits: Exterior soffit system.

17. Exterior Painting and Special Finishes; All painting and coating materials shall be low VOC. Painting practices shall comply with applicable federal, state and local laws enacted to insure compliance with Federal Clean Air Standards. Apply coating materials in accordance with SSPC PA 1. SSPC PA 1 methods are applicable to all substrates.

All paint shall be in accordance with the Master Painters Institute (MPI) standards for the exterior architectural surface being finished. The current MPI, "Approved Product List" which lists paint by brand, label, product name and product code as of the date of contract award, will be used to determine compliance with the submittal requirements of this specification. Provide paint systems tested to “Detailed Performance Level” standard as defined by MPI.

18. Exterior Joint Sealant: Sealant joint design, priming, tooling, masking, cleaning and application shall be in accordance with the general requirements of Sealants: A Professionals’ Guide from the Sealant, Waterproofing & Restoration Institute (SWRI). All sealant shall conform to ASTM C 920.

19. Sun Control Devices: Sun control devices shall be manufactured devices to provide sun control on exterior windows and storefronts. Sun control devices shall be designed and installed to withstand the wind loads prevailing at the project site.

B2020 EXTERIOR WINDOWS

All windows and doors in new or existing buildings, which are subject to Anti-terrorism Standards, must be blast-resistant as prescribed in UFC 4-010-01.

Unless otherwise allowed by Part 3, windows for new facilities shall be aluminum. In building additions or renovations windows shall match existing window materials. Exterior windows design, dimension, and construction shall meet or exceed the requirements for Anti-Terrorism Force Protection requirements. In addition, exterior windows shall meet or exceed Energy Star requirements. The design and placement of exterior windows shall take into considerations view, natural light, privacy, and protection for the occupants of the facilities. Provide operable hardware and insect screen for exterior windows. Windows shall be fabricated by manufacturers normally involved in the manufacturing of windows and shall be of the current make and model. No obsolete or discontinued windows shall be used. Provide weather stripping, STC and IIC rating, commensurate with the intended use of the facility. Submit catalog information and manufacturer’s specifications for approval by Contracting Officer prior to purchase of windows.

Windows shall consist of fixed and operable sash used singly and in multiples. Provide operable sash in spaces occupied by people as a minimum. Include operating hardware, non-corroding framed metal screens for operable sash, integrated blinds set between glass panels and security grilles. Provide jamb support for larger windows where recommended by manufacturer.

1. Metal Windows: All windows shall conform to ANSI/AAMA/WDMA 101. Metal windows with insulating glass shall have thermally broken frames and sash. Factory-finish aluminum windows and

provide with aluminum frame screens with aluminum mesh at operable sash, hardware and locks, and tinted glazing. Aluminum screens shall comply with ANSI/SMA 1004.

2. Wood Windows: Clad wood and wood windows shall consist of complete units including sash, glass, frame, weather stripping, insect screen, and hardware. Window units shall meet the requirements of AAMA 101, except maximum air infiltration shall not exceed 0.30 CFM per linear foot of sash crack when tested under uniform static air pressure difference of 7.66 Kg/m2 (1.57 psf).

3. Storefronts: Provide one-story storefront system fabricated from formed and extruded aluminum and glass components for exterior use. Utilize the specific section of the Standard Design-Build Performance Technical Specifications Section B202002 for the storefront to be provided. Storefront framing shall meet or exceed the structural requirements, as measured in accordance with ANSI/ASTM E330: Design system to withstand this as a minimum and comply with design pressure established within the required ASCE 7-05 Wind Speed Calculations determined by the overall average opening within the project.

4. Glazing: All exterior glazing shall be insulating glass.

a) Clear Glass - Type I, Class 1 (clear), Quality q4 (A);

b) Heat-Absorbing Glass - ASTM 1036, Type I, Class 2 Quality q3 (select) ray frames;

c) Wire Glass - Type II, Class 1, Form 1, Quality q8 Mesh m1 or Form 2, Quality q7;

d) Laminated Glass - ASTM 1172, total thickness shall be nominally 6 mm (1/4 inch);

e) Insulating Glass Units - Typically ASTM C 1036, Type I, Class 1, Quality q4, minimum 6 mm;

f) Tempered Glass - ASTM C 1048, Kind FT (fully tempered);

g) Patterned Glass - ASTM 1036, Type II, Class 1 (translucent), Form 3 (patterned), Quality q7 (decorative), Finish f1 (patterned one side), Pattern p2 (geometric) 5.55 mm (7/32 inch) thick.

B2030 EXTERIOR DOORS

Exterior doors shall be heavy duty insulated steel doors and frames for service access. Door frames shall have welded corners. Use heavy-duty overhead holder and closer to protect doors from wind damage. Steel shall have G60 galvanized coating in accordance with ASTM A 924/A 924M and ASTM A 653/A 653M when the job site is located within 300 feet from a body of salt water. Provide commercial quality, coating Class A zinc coating in accordance with ASTM A591 for other steel or steel skin hollow metal doors at other locations. Provide kick plates on the inside face of all exterior doors. Install weather protection for all exterior doors and related construction with low infiltration weather stripping and sealants. Provide threshold with offset to stop water penetration while maintaining accessibility compliance. Conform to the design criteria of ASCE 7. See the hardware schedule for door hardware requirements.

1. Steel Doors: Exterior doors shall comply with ANSI A250.8-1998 (SDI-100). Hardware preparation shall be in accordance with ANSI A250.6. Doors shall be hung in accordance with ANSI A115.16.

a. Doors Required:

1) Standard Duty Doors - Level 1, MSG # 20 (IP 0.032”, 0.8 mm), physical performance Level C, Model 1 or 2.

2) Heavy Duty Doors – MSG # 18 (IP 0,042”, 1 mm), physical performance Level B, Model 1 or 2.

3) Extra Heavy Duty Doors – Level 3, MSG #16, (0.053”, 1.3 mm) physical performance Level A, Model 1, 2, or 3.

4) Maximum Duty Doors – Level 4 (IP 0.067”, 1.6 mm), physical performance Level A, Model 1 or 2.

b. Insulated steel doors and frames are required for entrances to dwelling units, and may also be specified as a Contractor's option to Level 1 standard hollow metal doors. Do not use wood doors for exterior doors, unless they are fully protected from the elements, an exterior grade species, and specially finished. If wood doors are used, provide in accordance with Standard Design-Build Performance Technical Specification Paragraph B203001 2.

2. Standard Steel Frames; ANSI A 250.8. Form frames with welded corners for installation in exterior walls. Form stops and beads of 20 gage steel. Frames shall be set in accordance with ASTM A250.11. Anchor all frames with a minimum of three jamb anchors and base steel anchors per frame, zinc-coated or painted with rust-inhibitive paint, not lighter than 18 gage. Mortar infill frames in masonry walls, and infill with gypsum board compound at each jamb anchor in metal frame walls. Only use surface exposed bolted anchors in concrete walls.

3. Door and Frame Finishes: a) Exterior Doors, Factory-Primed and Field Painted Finish - Doors and frames shall be factory primed with a rust inhibitive coating as specified in ANSI A250.8. Factory prime doors on six sides of the door; b) Exterior Doors Galvanized Finish -- Shall be Commercial Quality, Coating Class A, zinc coating in accordance with ASTM A 591 when facility is located further than 91 meters (300 feet) from the ocean. When facility is located within 91 meters (300 feet) of the ocean, provide G60 galvanized coating in accordance with ASTM A 924/A 924M and ASTM A 653/A 653M.

4. Upward Acting Doors: Upward acting doors shall be capable of withstanding the design wind loading of ASCE 7. Provide galvanized steel tracks not lighter than 14 gage for 50 mm (2 inch) tracks and not lighter than 12 gage for 75 mm (3 inch) track. Provide a positive locking device and cylinder lock with two keys on manually operated doors.

5. Overhead and Roll-up Doors: Large exterior overhead and roll-up doors system shall consist of manual or automatic exterior doors and door assemblies.

6. Rolling Service Doors and Grilles: Coiling overhead doors shall have minimum 22 gage thermal insulated slats. Electric operators shall have three-button switches conforming to NEMA MG 1, NEMA ICS 1, and NEMA ICS 2, and auxiliary hand chain operation, weather-stripping and wind-locks. Doors shall be capable of withstanding the design wind loading of ASCE 7 and still operate normally. Finish of the door shall be hot-dipped galvanized with a painted finish.

7. Sectional Overhead Doors: Sectional overhead doors shall conform to NAGDM 102, Residential or Commercial or Industrial door standards. If doors are electrically operated, pushbuttons shall be full-guarded to prevent accidental operation, and include limit switches to automatically stop doors at the fully open and closed positions. Limit switch positions shall be readily adjustable.

8. Hardware: Provide the services of a Certified Door Hardware Consultant to prepare the door hardware schedule.

Provide all new hardware with satin chrome finish throughout. Hardware shall be commercial grade, suitable for the operational requirements and in compliance with life safety code and handicapped accessibility requirements, similar in quality to the hardware shown in C1020 Interior Doors and Hardware below.

Coordination: Provide a master keying system compatible with the existing base system. Provide an emergency access key box for exterior door fireman key access. Coordinate with the local authority and the Contracting Officer to determine the local requirements for hardware, keying and master keying.

B30 ROOFING

For repair of existing roofing, the cutting of the existing roof shall be kept to a minimum and, where necessary, shall be made in a clean and orderly manner to prevent the appearance of a patch.

Repair all damage to existing and new roofing caused by the work of this Contract at no additional cost to the Government. The work shall be executed in such a manner as to maintain the integrity of the existing roofing manufacturer's warranty.

1. Pre-Roofing Conference: Prior to beginning roofing work, the Contractor shall hold a Pre-Roofing Conference with the personnel directly responsible for the roofing systems work, as well as the roofing manufacturer’s technical representative.

2. Roof Design Assurance: If the roofing project is significant (Significant Roof – A single or group of buildings greater than 1,400 m2 (15,000 sf)), or where extenuating circumstances of the roof project such as building use, content, safety, or visibility require a roofing consultant, the Contractor shall utilize the services of a Registered Roof Consultant (RRC) certified by the Roof Consultant Institute, or a Registered Professional architect or Engineer who specializes in roofing, to approve the roof design. The roof consultant must be engaged in roofing design and roofing construction as his primary endeavor. The roof consultant shall verify in writing that the design for the project is in accordance with the current edition of NRCA Roofing and Waterproofing Manual, UFC’s, and RFP, and standard industry practices and building codes.

If a Roof Design Assurance Consultant is needed, consider using a Registered Roof Observer as a QC specialist.

B3010 ROOF COVERINGS

Roof coverings and procedures shall comply with the requirements of UFC 3-110-03, Roofing, and NRCA, Roofing and Waterproofing Manual found at http://www.nrca.net/rp/technical/manual/manual.aspx as the primary NAVFAC roofing criteria. Roof selection shall comply with UFC 3-330-02A, Design: Commentary on Roof Systems. Determine wind uplift using wind speed in accordance with ASCE-7.

1. STEEP SLOPE ROOF SYSTEMS: Steep slope systems shall be roofs with a pitch greater than 3 in 12. Steep Slope Systems are slate roofing, Asphalt Shingles, Roof Tiles, Foam Set Tiles, Metal Roof Panels (Architectural Standing Seam Metal Roofs on supported substrate), and Structural Standing Seam Metal Roof (SSSMR). Asphalt shingles can only be used for residential construction and light commercial construction.

2. LOW SLOPE ROOF SYSTEMS: Low slope systems shall be roofs with a pitch 3 in 12 or less. Low slope roofing systems shall be built-up asphalt roofing (aggregate surfaced, with modified bituminous components), modified bituminous membrane roofing of a minimum of 3 plies with aggregate surface or granular surface modified bitumen cap sheet, or structural standing seam metal roofing. Use EPDM systems only to match existing construction.

3. ROOF COMPONENTS

a. Insulation: For existing structures, provide insulation in accordance with ASHRAE 90.1. For new construction, provide R-30 insulation in the ceilings, attic spaces and soffit areas for interior spaces. Injected polyurethane and Urea Formaldehyde Foam field applied shall not be used. Provide acoustical insulation above walls separating bathroom/restrooms and corridor and adjacent occupied spaces, and between offices and corridors. Insulation shall have a minimum sound attenuation rating of STC-55.

Insulation shall be Polyisocyanurate Rigid Board Insulation , Mineral Fiber Blanket Insulation to conform to ASTM C 991, with Glass Mat Gypsum Roof Board for use above the deck or insulation conforming to ASTM C 1177/C 1177M, where necessary.

Only on portions of the roof where the sloping of structure does not allow the minimum slopes, provide a factory tapered roof insulation system to provide positive drainage of roof system, and to include drainage around curbs, penetrations, and projections through the roof plane.

Provide Glass Mat Protection Board meeting ASTM C 1177 for use as a thermal barrier (underlayment) or protection board for hot-mopped applications.

b. Vapor Retarder:–Determine the need and location in the roof assembly for a vapor retarder. Where the mean January temperature is 40 degrees Fahrenheit or less, and the expected interior relative humidity is 45% or greater, use a vapor retarder. Otherwise, use ASHRAE 90.1 for the determination.

1) Vapor Retarders as Integral Facing - Alloy conforming to ASTM B 209, or Vapor Retarders Separate from Insulation - Vapor retarder material shall be 10 mil polyethylene sheeting conforming to ASTM D 4397.

2) A slip sheet is required to separate the roofing panels from the insulation facing where the facing would be in direct contact with the roofing panels. If a slip sheet is necessary for use with a vapor retarder, use a 5 lb. per 100 square feet rosin-sized, unsaturated building paper.

c. EPDM Rubber Boots: Flashing devices around pipe penetrations shall be flexible, one-piece devices molded from weather-resistant EPDM rubber.

d. Prefabricated Curbs and Equipment Support: Provide Prefabricated curbs and equipment supports shall be of structural quality, hot-dipped galvanized or galvanized sheet steel, factory primed and prepared for painting with mitered and welded joints. Integral base plates and water diverter crickets shall be provided. Minimum height of curb shall be 8 inches above finish roof.

e. Fasteners: Shall meet all requirements of the NRCA and Factory Mutual

f. Wood Nailers: Wood nailers shall be pressure-preservative-treated in accordance with AWPA M2 Standards, permanently marked or branded, and installed flush with the top of the adjacent insulation board.

g. Flashing and Sheet Metal: Provide flashing and sheet metal work including scuppers, splash pans, and sheet metal roofing. Flashing and sheet metal shall be provided in accordance with roof manufacturer's printed installation instructions and in compliance with NRCA and SMACNA recommendations. Fabricate Flashing and sheet metal components from Copper, Lead-Coated Copper sheet, Steel Sheet, Zinc-Coated (Galvanized) - ASTM A 653/ A 653M, Stainless Steel - ASTM A 167, Type 302 or 304, 2D finish, or Pre-Finished Aluminum.

h. Gutters and Downspouts: Provide gutters and downspouts compatible with roofing material and finish. Concealed (interior) gutters and downspouts are prohibited. Provide splash guards at points of discharge.

i. Roof Openings and Supports: Provide flashings for roof openings and supports as recommended by the NRCA. Assure all penetration flashings extend minimum 200 mm (8 inches) above the finished roof surface.

j. Roof Hatches: Provide roof hatch where required by OSHA, and as access to roof when roof mounted equipment is used or other routine roof maintenance is required.

k. Glazed Roof Openings: Skylights and other glazed roof openings shall be used only to supplement interior lighting levels (generally in steep slope or vertical applications), and otherwise, are discouraged from use.

l. Guards: Provide rails or guards as required by the OSHA, the International Building Code, EM-385-1-1 or other applicable safety standards.

m. Traffic Pads: Provide on roof system to protect roof from foot traffic. Provide traffic pads around roof mounted mechanical equipment and underneath removable mechanical equipment access panels. Traffic pads shall be of compatible material to roof.

4. OTHER ROOFING

a. Lightning Protection: Lightning protection component penetrations and attachments shall be sealed and flashed and anchored in a permanent manner and in a manner to avoid the degradation of the watertight integrity of the roof system.

b. Roof Drains (Existing): Where existing roof drains are to be reused in roof replacement construction, the contractor shall provide new, compatible flashing materials, a new drain clamping ring and new bolts for anchorage. Reuse of existing clamping ring and bolts is unacceptable.

SECTION C. INTERIORS

C10 INTERIOR CONSTRUCTION C1010 PARTITIONS

1. Fixed Partitions: wood frame; light gage steel frame; concrete masonry complying with ACI 530.1/ASCE 6/TMS 602 and associated ASTM Standards; or cast-in-place concrete complying with UFC 1-200-01, ACI 117 and ACI 301/301M. In addition, interior partitions shall comply with tables for sound isolation and noise reduction in Chapter 1, “Architectural Graphic Standards”. Include a statement of adherence to the applicable criteria.

Gypsum board/stud partitions may be standard gypsum board, moisture resistant, or impact resistant. Use cement board in showers and other wet areas. Reinforce points where doorknobs can strike a wall and anchorage points for wall mounted equipment.

2. Demountable or Removable Partitions: shall be of materials allowed by code and shall be anchored firmly to the structure to carry their own weight as well as impact forces and seismic lateral forces. Sound Transmission Class (STC) rating and Impact Isolation Class (IIC) rating shall be in accordance with ASTM E 90 or ASTM E 413 for frequency data,, and shall meet the requirements of the intended use in Part 3.

3. Glazed Partitions and Interior Windows: shall be of the materials allowed by code IBC, and shall comply with fire and smoke separation requirements. Provide safety glazing and fire resistant rating where they are required.

C1020 INTERIOR DOORS

1. Wood Doors: Stile and rail wood doors shall be WDMA I.S.6A-01, premium or custom grade, heavy duty or extra heavy duty. Flush wood doors shall be WDMA I.S.1A-04, premium or custom grade, heavy duty or extra heavy duty; or WDMA I.S.-97 (PC-5 5-ply particleboard core or SCLC-5 5-ply structural composite lumber core). Doors adjacent to paneling or millwork shall comply with corresponding AWI millwork grade. Provide interior fire doors.

2. Steel doors: shall be ANSI A 250.8, Level 1, (occasional use, low abuse types such as closet doors without locks); Level 2, (low use, moderate abuse types such as office/storeroom doors); Level 3, (moderate use, high abuse types such as BEQ sleeping room doors); Level 4, (high use, high abuse types such as corridors, stairways, assembly spaces, and main entry doors), with a physical performance level of ‘A’. Maximum door undercut shall not exceed 19 mm (3/4 inch).

3. Sound Insulated Doors and Frames: Utilize Sound Insulated Doors and Frames with sound control weather stripping in rooms requiring wall assemblies to be sound insulated with a Sound Transmission Class (STC) rating as required. The STC rating for the door and frame assembly shall be not less than the wall assembly STC rating.

4. Aluminum Doors and Frames: Provide swing-type aluminum doors and frames complete with framing members, transoms, side-lites, and accessories. Fabricate of ASTM B 221, Alloy 6063-TS for extrusions.

5. Steel Door Frames: ANSI A 250.8. Form frames with welded corners for installation in masonry partitions and knock-down field assembled corners for installation in metal stud and GWB partitions. Frames shall be set in accordance with SDI 105. Form stops and beads with 20 gauge steel.

Provide a minimum of three jamb anchors and base steel anchors per frame, zinc-coated or painted with rust-inhibitive paint, not lighter the 18 gauge. Secure frames to previously installed concrete or masonry with expansion bolts in accordance with SDI 11-F. Provide mortar infill of frames in masonry walls, and gypsum board compound infill at each jamb anchor in metal frame walls.

6. Fire doors: Provide in conformance with NFPA 80 an NFPA 105. Fire doors and frames shall bear the label of UL, FM or WHI attesting to the rating required. Door and frame assemblies shall be tested for conformance per NFPA 252 or UL 10B (for neutral pressure) or UL 10C (for positive pressure). Wood fire doors shall also comply with ASTM E 152.

Provide stainless steel astragals complying with NFPA 80 for fire-rated assemblies and NFPA 105 for smoke control assemblies.

7. Interior Door Hardware: Provide the services of a certified door hardware consultant to prepare the door hardware schedule. Unless otherwise noted, interior doors shall include latch, hinges, door stops and door silencers. Provide closers and kick plates for fire-rated, corridor, stairway and high-use non-residential doors.

a. Hinges - BHMA A156.1, Grade 1, 108 x 108 mm (4 1/2 x 4 1/2 inches) with non-removable pin or anti-friction bearing hinges.

b. Locks and Latches - For non-residential buildings use Series 1000, Operational Grade 1, Security Grade 2 for stairways, building entrances, corridors, assembly spaces, and other high use interior doors. Use Series 4000, Grade 1 for non-residential locations not using Series 1000 hardware. For residential buildings use Series 4000, Grade 2 for interior doors. a) Mortise Locks and Latches - BHMA A 156.13, Series 1000, Operation Grade 1, Security Grade 2. b) Bored Locks and Latches - BHMA A 156.2, Series 4000, Grade 1, or Grade 2.

c. Exit Devices - BHMA A 156.3, Grade 1. Touch bars shall be provided in lieu of conventional crossbars and arms. Use manufacturer’s integral touch bars in aluminum storefront doors.

d. Card Key Access - Provide card key type access units for specialized entries. Provide lithium battery powered, magnetic stripe keycard locksets that are ANSI/BHMA A156.13, Series 1000, Grade 1, mortise or ANSI/BHMA A156.2, Series 4000, Grade 1, cylindrical locks, tamper resistant, UL listed with 25 mm (1 inch) throw deadbolt, 19 mm (3/4-inch) throw latch bolt, auxiliary dead-locking latch, and 68.75 mm (2-3/4 inch) backset.

Provide hardware keying compatible with the existing base-wide keying system. Replacement interchangeable cores shall be compatible with the Best Lock system.

e. Key Cabinet: Provide a Key Cabinet with 30% over capacity.

C1030 SPECIALTIES

1. Compartments, Cubicles, & Toilet Partitions: FS A-A-60003. Provide toilet compartments at multi-fixture toilet rooms of Type I, Style B-Ceiling Hung, C-Overhead Braced, or F-Overhead braced-alcove. Reinforce panels to receive partition-mounted accessories. Urinal screens shall be FS A-A-60003. Type III, Style A, floor supported and wall hung or Style D, wall hung. Wall hung urinal screens shall be secured with continuous flanges to urinal screen and wall. Steel and Plastic toilet partitions shall have a recovered materials content of 20 to 30 percent. Chrome-plated or stainless steel door latches and coat hooks. Provide one coat hook per compartment door. Latches and hinges for handicapped compartments shall comply with UFAS & ADAAG.

2. Toilet and Bath Accessories: Provide toilet and bath accessories and install per ADAAG and manufacturers' requirements.

3. Marker Boards and Tack Boards: Provide porcelain enamel marker boards fused to a nominal 28 gauge steel sheet and tack boards of cork, with a tensile strength of at least 40 psi when tested according to ASTM F 152, with woven or vinyl covering.

4. Identifying Devices: All interior doors shall have an identifying device. All handicap accessible facilities shall utilize signage which meets current ADAAG requirements with regard to Braille, raised characters, finishes (contrast), size and mounting height. If room names are subject to frequent change, provide an interchangeable strip to be utilized to facilitate removal and replacement.

5. Lockers: Provide lockers to meet FS AA-L-00486 (Rev J), enameled steel with special bases.

6. Shelving: Provide steel shelving.

7. Counters: Provide solid plastic or plastic laminate counter tops and back splashes, AWI Custom grade.

8. Cabinets: Provide cabinetry and millwork items with associated accessories and hardware. Cabinetry shall be AWI premium or custom grade and have concealed hinges with adjustable standards for shelves.

9. Casework: Provide all built-in pre-manufactured metal cabinetry for specialized functions such as laboratories, libraries, medical and dental facilities. Casework shall comply with Mil Std 1691.

10. Closets: Provide pre-manufactured or millwork closets or prefabricated coat closets

11. Fire Extinguisher Cabinets: Provide fire extinguisher cabinets. Size and locate fire extinguisher cabinets to encase extinguisher as required by NFPA 10 & 101. Fire extinguishers will be provided by the Customer.

12. Fire-stopping Penetrations: Provide all sleeves, caulking, and flashing for firestopping penetrations.

13. Entrance Floor Grilles and Mats: Provide recessed pan or surface floor mats at main only or all building entrances.

14. Ornamental Metal Work: Provide ornamental metalwork.

15. Other Interior Specialties: Motorized projection screen shall be wall or ceiling or above-ceiling mounting. Pull-down projection screens shall be provided in lieu of motorized projection screens as approved by the Activity.

C20 STAIR CONSTRUCTION

Provide interior and exterior stair construction. Stair design, materials and construction shall comply with IBC, and applicable codes and standards, including NFPA 101. Provide refuge area at top of stair in accordance with applicable Americans with Disability Act Design Guide requirements.

C30 INTERIOR FINISHES C3010 WALL FINISHES

Unless otherwise noted in the RFP, primary wall finishes shall be painted gypsum wall board. Provide fire resistive construction and finishes for fire separation between areas of the building in accordance with the latest adopted

version of the IBC, and NFPA 101. Provide water resistant cementitious board at floors and walls of tubs and showers.

1. Ceramic Tile: Provide ceramic tile wall systems as defined in the Tile Council of America (TCA) handbook for ceramic tile installation and materials for the service requirements listed. Provide installation and materials in accordance with ANSI A108/A118 series standards, except do not use organic adhesives. Provide manufacturer's full range of colors and styles. Tile shall be a minimum of one grade above base grade. Coordinate with ceramic bath accessories for modularity. Include all trim pieces, caps, stops, and returns to complete installation.

2. Wallcovering: Vinyl wallcovering shall conform to ASTM F793, Category V Type II, 371 g to 624 g (13.1 to 22 ounces) total weight per square yard and width of 1370 mm (54 inches). Provide ASTM F793, Category VI, Type III, 624 g (22 ounces) and above to cover rough textured walls such as masonry. High performance fabric wallcovering shall be woven or non-woven Class A, fire resistive material, a minimum of 1219 mm (48 inches) wide, with a soil repellent finish and a minimum of 340 g (12 ounces) per square yard exclusive of backing. "Tackable" wall covering shall be "self-healing" from tack penetration through the covering into the substrate. Acoustical wallcovering shall be textured, woven or non-woven, Class A fire resistive material with an acrylic backing, a minimum of 1219 mm (48 inches) wide and a minimum of 454 g (16 ounces) per square yard. The material shall have an NRC rating of .15 on gypsum board in accordance with ASTM C423.

C3020 FLOOR FINISHES

Provide new flooring materials as required. All flooring materials, adhesives, finish coats, sealers and mortar materials shall meet or exceed EPA requirements for toxic substance content restrictions and air quality requirements; and shall meet or exceed fire protection requirements, such as smoke and flame spread requirements. When laying broadloom carpets and resilient flooring, use the widest sheet materials available to avoid or minimize the number and extent of seams. When seams are required, locate seams at infrequent traffic areas. Contractor is required to submit seam layout to Contracting Officer for approval prior to installation.

1. Ceramic Tile: Provide ceramic tile floor systems as defined in the Tile Council of America (TCA) handbook for ceramic tile installation and materials for the service requirements listed. Provide installation and materials in accordance with ANSI A108/A118 series standards, except do not use organic adhesives. Provide manufacturer's full range of colors and styles. Tile shall be a minimum of one grade above base grade.

Provide ceramic or porcelain tile with a minimum breaking strength of 202kg (300 pounds), ASTM C648, and a maximum absorption rate of 0.5%, ASTM C373. Tile shall have a minimum coefficient of friction (wet and dry) of 0.6, ASTM C1028.

2. Resilient Flooring: Shall meet or exceed applicable ADA horizontal requirements, and shall be installed per manufacturer's recommended methods and adhesives. Provide manufacturers full line of color and pattern selections, including multi-color patterns.

Linoleum Sheet or Tile Flooring shall be 2.5 mm (0.10 inch) gage; minimum 250 psi static load limit, ASTM F970; and with multi-color pattern and color extending throughout thickness, ASTM F2034, Type I. Resilient homogeneous vinyl sheet flooring shall be commercial quality, 2.0 mm (0.080 inch) overall gage, with minimum 1.6 mm (.066 inch) thick wear layer, protective urethane finish, ASTM F1303, Type

II, Grade 1, Class A. Resilient vinyl composition tile shall be commercial grade, 3 mm (.125 inch) gage, FSSS-T-312B (1), Type IV, Comp. 1, Class 2, through pattern.

3. Carpet: Carpet manufacturer and installer shall be experienced, established and in good standing with the industry. Carpet, broadloom or tile, shall be installed per the Carpet & Rug Institute's recommendations. Carpet shall be tufted, textured loop, cut/loop or tip sheared, a minimum of 26 oz. face weight, minimum density of 6600, 100% premium branded yarn- or solution-dyed, Type 6 or 6.6 continuous hollow filament nylon. Carpet shall be multi-color and patterned for soil and wear hiding properties. Carpet shall have high performance backing warranted against zippering, edge raveling and delamination, be anti-static and anti- microbial. Carpet shall meet Flammability ratings; generate less than a 450 rating, ASTM E662; meet the Critical Radiant Flux Classification of not less than 0.45 W/sq. cm., ASTM E648. Where indicated in the room requirements, provide attached polyurethane cushion or separate polyurethane cushion for double stick pad installations, ASTM 1667 and ASTM 3676.

4. Wall Base: Provide porcelain or ceramic tile base for porcelain or ceramic tile floor. Provide solid, through color preformed rubber or vinyl base for carpeted/resilient flooring areas. Provide a sealant between base and floor finish in all wet areas.

C3030 CEILING FINISHES

Unless otherwise noted in the room requirements, acoustical ceiling panels shall be 24 inch by 24 inch, with a minimum light reflectance of .75, Class A, flame spread 25 or less and smoke development of 50 or less, ASTM E84. Acoustical ceiling panels shall have minimum 60% recycled content and conform to ASTM E1264. Panels shall have a factory-applied standard washable painted finish or Type IV with factory- applied plastic membrane-faced vinyl, Form: 1, 2 or 3. Provide square edge except as noted.

Unless otherwise noted in the room requirements for entrance lobby, restrooms and showers, provide a painted, suspended gypsum board ceiling. Exposed structural systems shall be painted.

C3040 PAINTING

All painting and coating materials shall be low VOC, comply with local air quality control laws and, regulations; and conform to the Master's Painters Institute's (MPI) Architectural, Interior Systems Manual and the MPI's Maintenance and Repainting Manual recommendations for paint systems, surface preparation and applications.

Provide minimum of one prime coat and two finish coats. The prime coat shall not be combined with texture or other coatings. Seal and prime all surfaces to cover underlying stains or discoloration that may affect finish paint. Finish coats shall provide full coverage of undercoats and substrates. All walls and ceilings in wet area shall have semi-gloss paint. All wood or metal cased openings, door trims and casings, window trims and casing, and other finish trim shall have semi-gloss paint. All interior walls and ceilings shall have satin or eggshell finish. For previously painted surfaces, prime all surfaces to ensure compatibility of finish coats. Do not paint prefinished surfaces except as noted.

Provide Institutional Low Odor/Low VOC Latex paint or High Performance Architectural Latex systems as defined and approved by the MPI Systems Manual for the various substrates required to be painted.

Paint/Color Selection: Provide paint systems tested to "Detailed Performance Level" standard as defined by MPI. Paints shall be readily available for purchase in standard colors.

SECTION D. SERVICES

D10 CONVEYING

Elevators and Escalators - Not used

D20 PLUMBING

Provide plumbing fixtures, appliances, and equipment complete and usable as required by Part 3. All plumbing fixtures, appliances and equipment, piping, valves, accessories, and appurtenances shall comply with International Plumbing Code (IPC) and all other applicable codes and standards, including energy, water conservation, and local activity regulations and standards.

1. Domestic Water: Provide ASTM B 88 Type K or L copper tubing and fittings for pipe sizes 4 inches or smaller. Provide Type L tubing above ground with solder fittings. For buried piping, use Type K tubing with solder fittings, or Chlorinated polyvinyl chloride (CPVC) Plastic pipe, fittings, and solvent cement per ASTM D 2846/D 2846M for sizes 4 inches and smaller.

Provide mineral fiber insulation with vapor barrier on domestic water (hot and cold) supply and recirculation piping. Provide re-circulating pumps or instantaneous water heaters for hot water systems with fixtures greater than 100 ft from hot water source. Provide water hammer arrestors per PDI STD WH-210 as required for rapid water shut off scenarios. All water valves except for fixture shut off valves shall be ANSI B16.18 brass, full port ball type. All plumbing fixtures shall have separate shut off valves. All piping shall be concealed in walls, attic spaces, or in crawl spaces under floors. Provide access panels for valves behind walls. No under slab water piping is allowed. Fittings for annealed copper tubing shall conform to ANSI Bl6.22. Solder and flux shall be lead free. Exposed exterior piping is prohibited unless otherwise not practical. Provide identification for piping and equipment.

2. Wall Penetrations: Piping which penetrates fire rated walls shall be completely sealed to maintain fire resistance integrity as required by Code. Penetrations through walls that are not fire rated shall be adequately supported and sealed. Pipe penetrations through exterior walls shall be sleeved, caulked with weatherproof sealant and provided with finish trim.

D2010 PLUMBING FIXTURES

Fixtures shall be provided complete with fittings, and chromium-plated, or nickel-plated brass (polished bright or satin surface) trim. All fixtures, fittings, and trim, shall be from the same manufacturer and shall have the same finish. Access panels shall be provided for all bathtubs and showers, except at exterior and party walls and where tub or showers are back to back. Provide cleanouts in accordance with the plumbing code. Rotate or extend cleanouts required to facilitate maintenance and clearing of blockage in waste piping.

1. Faucets: All faucets shall be brass construction, washerless type, with seals and seats combined in one replaceable ceramic disk valve cartridge designed to be interchangeable with all lavatories, bathtubs and kitchen sinks, or having replaceable seals and seats removable either as a seat insert or as a part of a replaceable valve unit. Faucets provided shall be of the same type and manufacturer throughout the facility, unless otherwise noted. Lavatory faucets shall be U.S. Environmental Protection Agency (EPA) Watersense® certified and labeled bathroom sink faucets.

2. Water Closets: Water closets shall be in accordance with ANSI A112.19.2, with trim conforming to A112.19.5. Water closets shall be vitreous china and have an elongated bowl with trip lever, unlined tank,

close coupled siphon jet, floor outlet with wax gasket, flange and an anti-siphon float valve. Provide white closed front seat and cover for private toilets and open front seat cover for public facilities. Water consumption shall be no greater than 1.6 gallon maximum per complete flushing cycle. Provide self-closing metering type flush valve on flush valve type water closets, unless electronic control is specified in Part 3. Maximum flush volume shall not exceed 1.28 gallon per flush (GPF) (4.8 Liter per flush (LPF)) for single function flush valves. Dual function flush valves shall provide a flush of 0.8 to 1.6 GPF (3.0 to 6.0 LPF) or 1.28 GPF (4.8 LPF) average for 2 low volume flushes and one high volume flush. Tank type water closets shall be U.S. Environmental Protection Agency (EPA) Watersense® certified and labeled toilets.

3. Urinals: Provide U.S. Environmental Protection Agency (EPA) Watersense® certified and labeled ceramic-type urinals.

Non Water Use Urinals: ASME A112.19.2, white vitreous china, wall-mounted, wall outlet, non-water using, integral drain line connection, with sealed replaceable cartridge or integral liquid seal trap insert. The urinal and trap assembly shall maintain a sufficient barrier of a biodegradable immiscible liquid to provide the trap seal and inhibit the backflow of sewer gases. For urinals that use a replaceable cartridge, provide four additional cartridges for each urinal installed. Provide an additional quart of biodegradable liquid for each urinal installed. Provide ASME A112.6.1M concealed chair carriers. Installation and testing shall be in accordance with the manufacturers' recommendations. Drain lines that connect to the urinal outlet shall not be made of copper tube or pipe. Urinal design and installation shall be ADA compliant. Slope the sanitary sewer branch line for non-water use urinals a minimum of 1/4-inch per foot. Manufacturer shall provide an operating manual and on-site training for the proper care and maintenance of the urinal.

4. Lavatories: Unless otherwise specified by Part 3, lavatories shall be integral to the vanity countertops. Each lavatory shall be provided with hot and cold water tempered by means of a mixing valve or combination faucet.

5. Sinks: ASME/ANSI A112.19.3M sink, 20 gage stainless steel with integral mounting rim, minimum dimensions of 840 mm (33 inches) wide for two compartment or 560 mm (21 inches) wide for one compartment by 560 mm (21 inches) front to rear, with ledge back and undersides coated with sound dampening material.

6. Water Coolers: ARI 1010, wall-mounted, bubbler style air-cooled condensing unit, 4.20 mL per second (4.0 gph) minimum capacity, stainless steel splash receptor, double wall heat exchanger, and all stainless steel cabinet. Install in accordance with the manufacturer's instructions.

7. Showers: Provide U.S. Environmental Protection Agency (EPA) Watersense® certified and labeled showerheads connected to concealed pipe connected to copper alloy single control type mixing valve with front access integral screwdriver stops. Anchor the mixing valves and the pipe to each showerhead in wall to prevent movement. Unless otherwise specified by Part 3, showers shall be supplied with water at a temperature no more than 110°F by means of a pressure balance, tempering or mixing valve.

8. Service sinks: ASME A112.19.1M, white enameled cast-iron or ASME A112.19.2M white vitreous china, wall mounted and floor supported by wall outlet cast-iron P-trap, minimum dimensions of 560 mm (22 inches) wide by 457 mm (18 inches) front to rear with 230 mm (9 inch) splashback, and stainless steel rim guard. Provide ASME A112.18.1M copper alloy back-mounted combination faucets with vacuum breaker and 20 mm (0.75 inch) external hose threads

9. Mop Sinks: Pre-cast terrazzo or ASME A112.19.2M white vitreous china floor-mounted mop sink, 914 mm x 914 mm x 305 mm (36 inches x 36 inches x 12 inches). Terrazzo shall be made of marble chips cast in white Portland cement to a compressive strength of not less than 25 mPa (3625 PSI) 7 days after casting. Provide brass body drains with nickel bronze strainers cast integral with mop sink. Provide stainless steel rim guard for mop sink. Provide chrome-plated exposed hot and cold water faucets ASME A112.15.M wall-mounted copper alloy faucets swing spout with 20 mm (3/4 inch) hose connection, vacuum breaker, and pail hook. Provide mop hanger on wall above sink suitable for four mops.

10. Laundry Sinks: ANSI Z124.1, plastic, two compartment, minimum dimensions of 1016 mm wide by 533 mm (40 inches wide by 21 inches) front to rear, with floor-supported steel mounting frame secured to wall. Provide ASME A112.18.1M copper alloy center set faucets, swing spout with aerator, and stainless steel drain outlets with cup strainers, and 40 mm (1.5 inch) adjustable P-trap with drain piping to vertical vent stack.

11. Emergency Eyewash: ANSI Z358.1, wall-mounted self-cleaning, non-clogging eye and face wash with quick opening, full-flow valves, stainless steel eye and face wash receptor. Provide copper alloy control valves. Pressure-compensated tempering valve is required for emergency fixtures, with leaving water temperature set point adjustable throughout the range 15.5 and 35 degrees C (60 to 95 degrees F) unless cold water supply meets temperature criteria.

D2020 DOMESTIC WATER DISTRIBUTION

1. Natural Gas or Propane Fired Storage Water Heaters: Provide high efficiency storage type natural gas or propane fired water heaters per ANSI Z21.10.1 or ANSI Z21.10.3 meeting AGA requirements. Unit efficiency shall meet or exceed that listed in the Title-24 Standards. Water heaters shall be equipped with glass-lined steel tanks, minimum R-15 polyurethane foam insulation, replaceable anodes, and adjustable range thermostat to allow hot water settings between 43 and 71 degrees C (110 and 160 degrees F). Water heater warranty shall be a minimum of 10 years. Provide vent in accordance with NFPA 54. Provide low NOx burners that meet SCAQMD requirements. Install in accordance with manufacturer's instructions and the code. Where earthquake loads are applicable, water heater supports shall be designed and installed for seismic forces in accordance with the International Building Code.

2. Electric Water Heaters: Provide electric water heaters with double heating element per UL 174. Unit efficiency shall meet or exceed that listed for FEMP or ENERGYSTAR, or as listed in ASHRAE 90.1, whichever is greatest. Water heaters shall be equipped with glass-lined steel tanks, high efficiency type, insulated with polyurethane foam insulation, replaceable anodes, and adjustable range thermostat to allow hot water settings between 43 and 71 degrees C

3. Domestic Water Boilers: Boilers shall be designed, tested, and installed per ASME CSD-1 (Controls and Safety Devices) and ASME BPVC (Boiler and Pressure Vessel Code). The boiler shall meet the requirements of the UL 795, NFPA 85, ANSI Z83.3, and ASME CSD. Boilers must be certified by Naval Personnel or a contractor approved by the Contracting Officer.

D2030 SANITARY WASTE & VENT

All new sewers below concrete slab shall be solid core, minimum schedule 40 (DWV Type), ABS in accordance with ASTM 2661. New waste and vent piping above floor shall be Schedule 40 PVC (DWV Type) ASTM 2665 or

ABS ASTM 2661. Use of ABS plastic pipe shall conform to the IBC and IPC. Provide pipe sizing, configurations, and cleanouts as required by the IPC. Cellular core plastic pipe is not allowed. SOVENT systems are not allowed.

D2040 RAINWATER DRAINAGE

Below concrete slab shall be solid core, minimum schedule 40 (DWV Type), ABS in accordance with ASTM 2661. Above floor shall be cast iron hubless, or hub and spigot, or Schedule 40 PVC (DWV Type) ASTM 2665 or ABS ASTM 2661 as indicated in Part 3. Pipe materials shall conform to the IBC and IPC. Provide pipe sizing, configurations, and cleanouts as required by applicable codes and standards.

D2090 OTHER PLUMBING SYSTEMS

Natural Gas Piping Systems: Exterior above grade natural gas piping shall be schedule 40 galvanized steel pipe with threaded fittings and joints. Underground exterior gas piping shall be polyethylene pipe that satisfies the requirements of NFPA 54, ASTM D2513-01, and ASME B31-8. Provide warning tape at 12 inches below grade directly above buried gas pipes. Below grade metal gas piping is prohibited. Interior gas piping shall be ASTM A 53, schedule 40 black steel with ASME B16.3 threaded fittings and joints. The use of semi-rigid tubing and flexible connectors for gas equipment and appliances is prohibited except for final connections to the equipment and appliances where they shall be provided. Provide flexible gas connections in accordance with ANSI Z21.45 and not more than 40 inches long. Provide accessible gas service with shutoff valve for all equipment. Gas piping shall conform to NFPA 54 and shall be pressure tested in accordance therewith. . Gas piping is considered a fragile utility in the content of UFC 4-010-01, DOD Minimum Antiterrorism Standards for Buildings.

D30 HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS:

The HVAC systems shall comply with the latest edition of the International Mechanical Code, International Plumbing Code, ASHRAE Standards, National Electrical Code, National Fire Protection Association Publications, International Building Code, and ASHRAE 90.1 energy efficiency standards (the more stringent of the two) unless otherwise specified in Part 3. All equipment, appliances, ductwork and accessories shall comply with applicable codes and standards. The Contractor shall certify that the installation is in conformance with the applicable codes and standards at the completion of the contract, prior to final invoice being processed and final acceptance.

1. Equipment Clearance: Provide working space around all equipment. Provide all required fittings, connections and accessories required for a complete and usable system. All equipment shall be installed per the manufacturer’s recommendations. Where the word “should” is used in manufacturer’s instructions, substitute the word “shall”.

2. Material and Equipment Qualifications: All materials and equipment shall have been in satisfactory commercial or industrial use for 2 years prior to the bid opening. The 2-year use shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturer's catalogs, or brochures during the 2-year period.

3. Motors: Single-phase fractional-horsepower alternating-current motors shall be high efficiency types corresponding to the applications listed in NEMA MG 11. Select poly-phase motors based on high efficiency characteristics relative to the applications as listed in NEMA MG 10. Additionally, all poly-phase squirrel-cage medium induction motors with continuous ratings shall meet or exceed energy efficient ratings per Table 12-10 of NEMA MG 1. Provide controllers for 3-phase motors rated 0.75 kW (1 hp) and above with phase voltage monitors designed to protect motors from phase loss and over/under-voltage.

Provide means to prevent automatic restart by a time adjustable restart relay. For packaged equipment, the manufacturer shall provide controllers including the required monitors and timed restart. Provide reduced voltage starters for all motors 25 hp and larger.

4. Equipment Support: Provide housekeeping pads and vibration isolators under all floor-mounted equipment.

5. Coatings: When required in Part 3, provide chiller and air handler coils with copper tube/copper fin coil construction or immersion applied, baked phenolic or other approved coating. Field applied coatings are not acceptable. Mechanical equipment casings shall have painted finishes that pass a salt-spray test conducted per ASTM B117 for duration of at least 500 hours.

6. Equipment Insulation: Provide insulation on all chilled water equipment. Insulate hot and chilled water pumps and equipment as suitable for the temperature and service in rigid block, semi-rigid board, or flexible unicellular insulation to fit as closely as possible to equipment. Provide vapor retarder for chilled water applications.

7. Acoustical considerations: Noise levels in all areas served (supply, return, and exhaust) by a mechanical system shall comply with ASHRAE Design Guidelines for HVAC related background sound in rooms as indicated in the lasted ASHRAE Fundamentals Handbook. The RC-rating method shall be utilized.

D3020 HEAT GENERATING SYSTEMS

1. Boilers: Boilers shall be designed, tested, and installed per ASME CSD-1 (Controls and Safety Devices) and ASME BPVC (Boiler and Pressure Vessel Code). The boiler shall meet the requirements of the UL 795, NFPA 85, ANSI Z83.3, and ASME CSD. Do not provide watertube boiler(s) for hydronic heating when size permits otherwise. Provide insulated boiler stack in accordance with manufacturer's recommendations and conform to NFPA 211 or provide pre-manufactured, multi-wall stacks complying with NFPA 54 or NFPA 58 and UL-listed. Low pressure boilers shall be equipped with one or more pressure relieving devices, adjusted and sealed to discharge at a pressure not to exceed the maximum allowable working pressure of the boiler. The combined capacity of these devices shall be such that with the fuel burning equipment installed and operating at maximum capacity, the pressure cannot rise more than 5 psi for steam boilers or 10% for water boilers above the maximum allowable working pressure of the boiler. Pressure relieving devices shall be installed as required by the referenced code, be ASME stamped and rated, and shall be installed with the valve spindle in the vertical position. Provide with manual lifting device for periodic testing. Boilers shall comply with the local air quality regulations. Boilers shall be equipped with pressure and temperature gauges as required for proper maintenance and operation. Thermometers shall also be provided at the inlet and exit of the boiler, and shall be visible to the operator from the operating area.

2. Furnaces: UL-listed, factory assembled, self-contained, forced circulation, furnace. Provide electronic ignition system. Unit shall be design certified by AGA, GAMA efficiency rating certified, for gas furnaces and NFPA 31 for oil furnaces. Provide with cooling coil as necessary. Furnaces shall comply with the local air quality regulations.

D3030 COOLING GENERATING SYSTEMS

1. Chillers: Air-cooled chillers shall be type indicated in Part 3 and meet the requirements of ARI 550/590-98. Provide control panel with the manufacturers' standard controls and protection circuits. If DDC system is required in project, provide a control interface for remote monitoring of the chiller's operating parameters, functions and alarms from the DDC control system central workstation. Provide complete start- up and operational testing of chiller equipment.

2. Direct expansion systems: Provide units factory assembled, designed, tested, with ducted air distribution and rated in accordance with ARI 210/240 or ARI 340/360. Refrigerant piping size shall be per the manufacturer's recommendations. Insulate refrigerant piping suction lines and condensate drain.

3. Refrigerants: The use of Ozone Depleting Substances (ODS) as well as the qualifications and credentials of personnel servicing equipment that contains ODS is restricted. Refrigerants shall have an Ozone Depletion Factor (ODF) of 0.055 or less. The ODF shall be in accordance with the "Montreal Protocol on Substances That Deplete the Ozone Layer", September 1987, sponsored by the United Nations Environment Program.

D3040 DISTRIBUTION SYSTEMS

1. Ductwork: All ductwork shall be provided in accordance with the latest SMACNA guidelines. Flexible duct lengths shall not exceed 6 feet. Provide galvanized sheet metal ducts except for special exhaust systems and the following.

a. For fume hood exhaust, kitchen hood exhaust, and dishwasher exhaust, provide stainless steel ductwork.

b. For shower area exhausts, provide aluminum or stainless steel ductwork and sloped to drain provisions. After the shower exhaust is mixed with a volume of general exhaust air equal to 200% of the shower exhaust rate, standard galvanized construction may be used.

c. Internal insulation-lined ductwork is prohibited in all areas. For ductwork located exterior to the building, provide externally insulated systems with sheet metal cladding. Provide external thermal insulation for all ductwork. Insulate ductwork in concealed spaces with blanket flexible mineral fiber. Insulate ductwork in Mechanical Rooms and exposed locations with rigid mineral fiber insulation. Provide insulation with factory applied all-purpose jacket with integral vapor retarder. In exposed locations, provide a jacket with white surface suitable for painting. Flame spread/smoke developed rating for all insulation shall not exceed 25/50. Minimum insulation thickness shall be the minimum thickness required by ASHRAE 90.1. Insulate the backs of all supply air diffusers with blanket flexible mineral fiber insulation.

d. The ductwork shall be sealed with an approved duct sealer and in accordance with SMACNA standards. If leakage testing is indicated in part 3, the duct leakage shall not exceed 2%.

e. Provide manual volume dampers in each branch take-off from the main duct to control air quantity. Dampers shall conform to SMACNA DCS. Dampers shall be installed in accessible locations.

2. Fire Dampers: Fire dampers shall be rated per UL 555. Fire dampers shall be dynamic type rated for closure against a moving airstream. Provide fire dampers that do not intrude into the air stream when in the open position.

3. Piping:

a. Provide insulated, steel piping for sizes 4 inches and larger and insulated copper piping for sizes less than 4 inches for water supply and return piping to serve the HVAC equipment throughout the facility.

b. Provide system flushing and start-up for water systems.

c. Oil piping: ANSI/ASTM A53 or A106 piping with associated ASME fittings or ASTM B88, type L or M copper tubing with ASME B16.26 flared fittings or compression type fittings.

4. Exhaust Fans And Ducts:

a. General: Exhaust fans shall be sized to move the volume of air required to comply with International Mechanical Code for the areas requiring exhaust.

b. Bathroom, restrooms and Utility Room Exhaust Fans: Exhaust fans shall be sized to give not less than 10 air changes per hour in the space to be ventilated. Fans shall have a maximum sound level of 3 sones and be separately switched from light.

c. Flues: When required, provide new Type B, U.L. listed, double wall flues. Flue installation shall be in accordance with the International Mechanical Code.

5. Air handling units: Modular construction, double wall air handling units with minimum of 25 mm (1 inch) casing insulation. Provide ARI 430 certified fans and ARI certified coils. Provide stainless steel, positive draining condensate drain pan. For 100% outside air units provide capability for cooling, heating, dehumidification and reheat.

D3050 TERMINAL AND PACKAGE UNITS

1. Unit ventilators: Unit shall be factory assembled unit ventilator capable of up to 100% outdoor air ventilation and UL-listed.

2. Unit heaters: ANSI Z83.8 and AGA label. Equip each heater with individually adjustable package discharge louver. Provide with thermostat.

3. Fan coil units: UL-Listed, factory assembled and tested fan coils, ARI 440 and ARI certified.

4. Packaged units: Factory packaged rooftop units in accordance with ARI 430 and suitable for outdoor installation. Provide with manufacturer’s roof curb.

Packaged through wall units shall be factory assembled air conditioner or heat pump and rated in accordance with ARI 310 or ARI 380 and ARI certified. Unit shall include heat and operate under the standard unit controls. Units shall be designed to allow ease of maintenance by use of a wall sleeve. Units shall have internal condensate removal (condensate shall not be externally drained).

D3060 CONTROLS AND INSTRUMENTATION

1. General: Provide stand-alone or distributed direct digital controls, as required in Part 3.

2. Distributed Direct Digital Controls (DDC): DDC hardware shall be UL-916 rated. Use controllers in a distributed control manner. Controllers shall be stand alone with an internal clock and modem. The total number of I/O hardware points shall not exceed 48 in any controller. Provide sufficient memory for each controller to support required control, communication, trends, alarms, and messages. Provide communications ports for controller to controller, on-site interface, remote workstation interface, and telecommunications interface. When providing a partial DDC system or connecting to an existing DDC system, provide a laptop computer with all necessary software for user interface.

D3070 SYSTEMS TESTING AND BALANCING

All HVAC water and air systems, both new and retrofit, shall be TABed in accordance with NEBB or AABC standards. As part of any TAB air balancing effort, acceptable air quantity variations shall be 0 to – 10% for exhaust systems and 0 to +10% for supply air systems.

D40 FIRE PROTECTION

Provide new or extend existing Automatic Fire Sprinkler systems, Smoke and Heat detection systems, Fire Alarm and Mass Notification systems as required. The work for fire sprinklers, fire alarm, smoke detection, and heat detection shall be provided by contractors licensed to perform such work.

Project Requirements: Prior to the start of design, the Designer of Record shall meet with the Government's Fire Protection Engineer to determine the extent and types of fire protection required.

D4010 FIRE ALARM AND DETECTION

Fire alarm system shall include manual stations, system smoke detectors, duct smoke detectors, heat detectors, audio/visual alarms, connection to base wide fire alarm monitoring, electrical supervision of fire pump controllers, and electrical supervision of all sprinkler system alarm and supervisory devices as required.

D4020 FIRE SUPPRESSION WATER SUPPLY AND EQUIPMENT

The water supply information is provided for bidding purposes. The design point of connection to existing water supply shall require the approval of the Contracting Officer. The FPE DOR shall conduct additional flow tests after contract award prior to any design submissions. Tests shall be coordinated through the Contracting Officer.

D4040 SPRINKLERS

Areas subject to freezing shall be provided with a dry pipe system.

D50 ELECTRICAL

D5010 ELECTRICAL SERVICE & DISTRIBUTION

Provide interior electrical wiring, fixtures, switches, outlets, and apparatus in accordance with applicable codes and standards. The electrical system shall conform to NFPA 70. Power and lighting circuits shall be separate.

1. Wiring: All wiring shall be in electrical metal conduits and shall be concealed except in the industrial spaces and at locations indicated in Part 3. No conductors shall be smaller than No. 12 AWG, copper wires. Wiring below slab or underground shall be in Schedule 40 PVC with ground wire. Exposed

conduits on the exterior of the building are prohibited. Provide a ground conductor for each circuit; conduits shall not be used for grounding. Use of cable assemblies Types AC, MC, or MI and flat conductors are prohibited. Circuit breakers shall be bolt-on type. Series rated circuit breakers and fusible panel boards shall not be used.

2. Outlet Circuits: Lighting and convenience outlets shall be on separate circuits. Install GFI protected receptacles at all wet or damp areas. Location of outlets shall be as required by applicable codes and standards. Provide extra outlets for maintenance and service staffs in spaces such as corridors, hallways and other public spaces as identified below. All exterior outlets shall be on separate circuits, shall be GFI protected, and equipped with a cover to prevent accidental water infiltration into the devices.

In addition to the location requirements specified by NFPA 70, locate general purpose and dedicated outlets in accordance with the following:

a. Mechanical equipment: Provide receptacle within 7.6 m (25 ft) of mechanical equipment on the interior and exterior of buildings.

b. Office, staffs support spaces, and other workstation locations: One receptacle for each workstation with a minimum of one for every 3050 mm (10 ft) of wall space. When less than 3500 mm (10 ft) of wall at the floor line, provide a minimum of two receptacles spaced appropriately to anticipate furniture relocations. Limit loads to a maximum of four workstations per 20 amp circuit. See Appendix C, Table C1 for workstation load data.

c. Conference rooms and training rooms: One for every 3.6 m (12 ft) of wall space at the floor line. Ensure one receptacle is located next to each voice/data outlet. Provide one receptacle above the ceiling to support video projection device. Extend circuit to wall location for connection to motorized screen. When it is expected that a conference room table will be specifically dedicated to floor space in a conference room, locate a floor-mounted receptacle under the table. This receptacle may be part of combination power/communications outlet.

d. Provide power outlets throughout the building to serve all proposed equipment, including government furnished equipment, and allow for future reconfiguration of equipment layout. Provide power connections to all ancillary office equipment such as printers, faxes, plotters, and shredders. Provide dedicated circuits where warranted.

e. In each telecommunications room provide a dedicated 20 amp circuit with a receptacle adjacent to each rack or backboard for each of the following:

1) CCTV for training systems
2) CCSTV for security systems
3) CATV
4) Voice systems
5) Data systems.

f. Provide dedicated receptacles as required throughout the facility for television monitors. These outlets will typically be located at the ceiling level for wall mounted television monitors.

g. Provide dedicated receptacles as required throughout the facility for tape players and disc players.

h. Corridors: One every 15 m (50 ft) with a minimum of one per corridor.

i. Janitor's closet and toilet rooms: One GFI receptacle per closet. Provide GFI receptacles at counter height for each counter in toilets such that there is a minimum of one outlet for each two sinks.

j. Space with counter tops: One for every 1.200 m (4 ft) of countertop, with a minimum of one outlet. Provide GFI protection of outlets when located within 1.8 m (6 ft) of plumbing fixtures.

k. Building exterior: One for each wall, GFI protected and weatherproof.

l. Kitchen non-residential: One for each 3.05 m (10 ft) of wall space at the floor line. Provide GFI protection when located within 1.8 m (6 ft) of plumbing fixture.

m. Child occupied spaces (including toilets): One for every 3.6 m (12 ft) of wall space. Use child safety type such as those that require rotating an integral surface cover plate to access current. Removable caps and plugs are not acceptable.

n. All other rooms: One for every 7.6 m (25 ft) of wall space at the floor line. When 7.6 m (25 ft) or less of wall at the floor line exists in a room, provide a minimum of two receptacles spaced appropriately to anticipate furniture relocations.

o. Special purpose receptacles: Designer of Record must coordinate with the user to provide any special purpose outlets required. Provide outlets to allow connection of equipment in special use rooms.

3. Service Entrance Equipment: When a switchboard or switchgear is required, the Designer of Record shall utilize UFGS Section 26 23 00, Switchboards and Switchgear, for the project specification, and shall submit the edited specification section as a part of the design submittal for the project.

D5020 LIGHTING & BRANCH WIRING

1. Lighting Fixtures: All lighting fixtures shall be energy conservation compact fluorescent except where indicated by Part 3.

a. Fluorescent Fixtures for Administrative and Commercial Spaces: For offices, commercial and administrative spaces and facilities provide high efficiency ballast, and instant or rapid start recessed fluorescent fixtures.

b. Three-Way and Four-Way Switches: Provide three-way or four-way switching of light fixtures as necessary to facilitate movement between adjacent spaces to allow efficient energy management.

2. Exterior Lighting Fixtures for Large Open Areas: Exterior lighting fixtures for large open areas such as parking lots, streets and playgrounds shall be energy efficient High-Intensity Discharge (HID) or compact fluorescent fixtures and shall comply with local regulations regarding low lighting levels to avoid light pollution.

a. Photocell Overriding Switch: Provide photocell-overriding switch for all outdoor light fixtures.

D5030 COMMUNICATIONS & SECURITY

1. Telecommunications Systems: Provide a horizontal distribution system including, but not necessarily limited to, all wiring, pathway systems, connector blocks, protectors for all copper service entrance pairs, terminators for all fiber optic cables, outlet boxes, telephone jacks, and data jacks cover plates in accordance with EIA/TIA standards. Provide Category 6 UTP telephone premise wiring where telephones are required.

2. Public Address Systems: Provide a Public Address system with speakers in all locations identified in Part 3.

3. Intercommunications Systems: Provide an Intercommunication System to allow two-way communications between all locations identified in Part 3.

4. Television Systems: Provide television systems to the extent specified in Part 3. Coordinate with the local Cable Company, Local users and Local Authority at the Activity for other specific requirements. The interior cable outlets and wiring shall be complete and ready for use. Wiring shall not be run exposed on any surface of the building.

5. Security Systems: Provide an Intrusion Detection System (IDS) to sense all perimeter doors and windows and the interior volume in at least two locations. System shall have 90-minute battery back-up and annunciate both locally and at the Base Security Office via a telephone dialer. System shall have entry/exit timer. Provide wall mounted keypad control at two locations.

D5090 OTHER ELECTRICAL SERVICES

1. Transient Voltage Surge Suppression (TVSS): Provide TVSS in accordance with UFC 3-500-10N.

2. Emergency Generators: When an emergency generator is required, the Designer of Record shall utilize UFGS Section 26 32 13.00 20 for the project specification, and shall submit the edited specification section as a part of the design submittal for the project.

3. Automatic Transfer and Bypass/Isolation Switches: When an Automatic Transfer Switch is required, the Designer of Record shall utilize UFGS Section 26 36 23.00 20 for the project specification, and shall submit the edited specification section as a part of the design submittal for the project.

4. Uninterruptible Power Supply (UPS) System: When a UPS system is required, the Designer of Record shall utilize UFGS Section 26 32 33.00 20 and shall submit the edited specification section as a part of the design submittal for the project.

5. 400 Hertz Systems: The Designer of Record shall utilize UFGS Section 26 32 26 or 26 35 43 for the project specification, and shall submit the edited specification section as a part of the design submittal for the project.

SECTION E. EQUIPMENT AND FURNISHINGS

E10 EQUIPMENT

Equipment and Appliances: Provide appliances and equipment to fulfill the work for Part 3. Whenever possible, all appliances and equipment provided for the facilities in the contract shall be by the same manufacturer and shall be the current model available at the time of proposals. Discontinued makes and models are prohibited. All appliances and equipment shall comply with applicable Energy Star efficiency rating requirements and shall be rated as high efficiency models.

All appliances shall be of the same manufacturer and shall be the same, or similar in color. Submit catalog information for approval by the Contracting Officer prior to purchasing, delivery and installation of the appliances at the job site. Equipment and appliances such as dishwashers, ice machines with drains, garbage disposers, and ovens/ranges are not considered FF&E.

E20 FURNISHINGS

E2010 FIXED FURNISHINGS

Window Treatments: Unless otherwise specified in Part 3 window treatments shall be as follows: Horizontal blinds shall be aluminum, washable, cleanable, and installed in all windows except for bathroom, kitchen, and utility windows. Horizontal blinds shall be installed at all sliding glass doors. All blinds shall be screwed or securely anchored to wood backing and shall be inside mounted except at sliding glass door. Submit catalog information for approval by the Contracting Officer. Blinds shall have 1-inch aluminum slats, mounted within window opening. Blinds shall have separate tilt and height controls, metal truck, head channels, wand, and valance. Solar shades shall be woven polyester/resin coated fiberglass or polyester fabric with fade resistance and dimensional stability; with clutch or motorized roller operation. Roller shades shall be screwed or securely anchored to wood backing and shall be inside mounted except at sliding glass door. Submit catalog information for approval by the Contracting Officer. Blinds shall have prefinished steel or aluminum roller housing and valance. Window treatments are not considered FF&E.

E2020 MOVABLE FURNISHINGS

1. Furnishings, Fixtures and Equipment (FF&E): FF&E shall include furniture, shop equipment, audiovisual equipment (excluding motorized screens), and specialty equipment. Weapon racks, drying cages, motorized projection screens and lockers are not considered FF&E. FF&E shall be fully integrated with the building system.

Design and provide FF&E for all areas as developed during client programming. Design an FF&E package and prepare supporting plans and procurement data in accordance with the General Interior Design Requirements UFC 3-120-10.

The contractor shall have an NCIDQ certified Interior designer not affiliated with any furniture dealership prepare both the SID and FF&E package and participate in design charettes to develop the building floor plan. The designer must have previous experience in project types similar to this contract. As required, the contractor shall obtain services of equipment specialists to specify the audiovisual, shop, or specialty equipment. Equipment specialists shall not have any affiliation with the product specified.

The contractor’s Interior Designer shall be responsible for specifying product and installation for all FF&E for the designated facilities built under this contract, using NAVSUP Blanket Purchase Agreements, GSA federal supply schedules or other government supply sources and complying with priorities found in FAR Part 8.404.

All fixed and movable furnishings selections shall be coordinated with Sections C10, “Interior Construction” and C30, “Interior Finishes.” The FF&E shall be fully integrated with the building systems as well as the design and construction schedule.

As an option to the contract/task order, the contractor shall be authorized to procure all FF&E with separate funding.

a. FF&E Package: Provide the FF&E loose furnishings package from Government supply sources schedules according to Federal Acquisition Regulations, to include but not limited to, systems and modular furniture, training and conference furniture, seating, tables, artwork, window covering, specialty furniture and equipment, and accessories. NAVSUP Blanket Purchase Agreements (BPA) must be used whenever possible.

The Government will provide separate funding for procurement of the FF&E package. Upon receipt of required funding, the Contractor shall be authorized by the Contracting Officer as an option to contract/task order to procure all FF&E using predominately negotiated price schedules from GSA or other Federal contracts. The amount of the modification will be the actual cost of these items from the Federal price schedules or NAVSUP BPAs, including any freight and installation charges from the furniture supplier as well as the contractor’s FF&E Handling and Administration Rate (HAR). The HAR includes all of the prime contractor’s effort related to storage, coordination, handling, administration of subcontractors, and all other associated costs and profit

for the procurement of FF&E. The prime contractor will propose in the contract/task order solicitation the FF&E HAR. The contractor’s proposed HAR may not exceed 5% of the total FF&E costs, as noted on the bid schedule. No other charges, expenses, fees, or other markups will be authorized.

When the FF&E package is complete and accepted by the Government, the procurement option will be awarded based on the specific line items in the final package. The Government’s Interior Designer will approve the final FF&E submittal. The FF&E package will be presented to the Project Manager and they will expect the Contractor to procure the FF&E exactly as specified and approved by the government Interior Designer.

Two copies of all ordering documentation shall be provided to the Contracting Officer including purchase orders and warranty information. The Contractor shall take maximum advantage of all exemptions from State and Local taxation authorities whether available to it directly or available to the contractor based on an exemption afforded the Government. The responsibility for paying applicable taxes rests with the contractor. Any state and local taxes applicable to the FF&E option will be included with the FF&E Dealer quote, if applicable. Under regulation 1521, Construction Contractors performing work for the US Government are not required to charge the Government sales tax for the purchase of furniture. Any items purchased as building materials such as carpet are taxable. FF&E items are subject to the Buy American Act. The contractor shall not be required to secure any additional bond for the award of the FF&E option item. Any performance and payments bonds required for the FF&E option will be included in the prim contractor’s FF&E HAR.

b. Procurement and Installation: Upon completion and Government acceptance of the design, using the Best Value Determination (BVD) method in association with the Government’s Interior

Design Representative, the Government will award the FF&E procurement option for the Contractor to purchase the FF&E package. The Government's Interior Designer shall provide a certification to the Contracting Officer that the process was completed. The Design-Build Contractor will receive a letter of authorization from the Contracting Officer citing the name of the furniture dealer and other information to use when accessing the Government supply sources. The FF&E package includes the installation of all furniture and furnishings as specified in the FF&E package. The installation dealer specified in the FF&E package will receive, store, if required, transport to the project site, off load, inside deliver, unpack, assemble, place/install, clean, if required, and dispose of all the trash for all furniture and furnishings. The Contractor's Interior Designer will be responsible for specifying installation services and warehousing, as required, for all collateral equipment. It is the Contractor's responsibility to coordinate the building completion, occupancy, and furniture installation dates with the installation dealer specified in the FF&E package. Any costs associated with storing or delaying furniture shipments is the responsibility of the Construction Contractor. Davis Bacon wages do not apply to the FF&E installer accessed through Government supply sources. The Contractor should anticipate providing a deposit of between 30% and 50% of the furniture costs when placing their order.

All movable furnishings shall be installed in accordance with the manufacturer's instructions and warranty requirements. All movable furnishings shall be level and aligned and all doors, drawers and accessories shall be level and aligned to open, close and otherwise operate smoothly and securely. All systems furniture shall be installed by the systems furniture manufacturer's dealer of record and not by the General Contractor.

c. Furnishings for Special Functions: Contractor shall coordinate shop equipment, audiovisual equipment, and specialty equipment, with the building systems.

SECTION F. SPECIAL CONSTRUCTION AND DEMOLITION

F1010 SPECIAL STRUCTURES

1. PRE-ENGINEERED BUILDINGS

Provide the design and installation in accordance with the UFC 3-100-10, Architecture and UFC 3-300-10N, Structural Engineering.

a. Design Requirements - The metal building manufacturer shall have AISC FCD, category MB certification. The Metal Building System design shall be in accordance with the Metal Building Manufacturers Association (MBMA) Metal Building Systems Manual. All structural design shall comply with the provisions of Section B10, "Superstructures", above.

b. Additional Roof Design Requirements - Roof Decking – In addition to any other load requirements, roof decking shall be designed to support a 91 kg (200-pound) concentrated load at mid-span on a 300 mm (12-inch) wide section of deck.

c. Deflection – the maximum deflection for –

1) Structural Members - main framing members shall be L/240.
2) Purlins and Roof Panels: The deflection due to live, snow, or wind shall not exceed L/180.

3) For buildings with masonry infill, limit frame sway to L/600th of building eave height.
4) Wall Panels - Maximum deflection of wall panels due to wind loads shall be L/120th of their respective spans except that when interior finishes are used the maximum allowable deflection shall be limited to L/180th of their respective spans.

d. Wall and Roof materials –

1) Alum/Zinc-Coated Steel Sheet: ASTM A792/ A792M, AZ 55.
2) Aluminum Sheet: Alloy 3004 Alclad conforming to ASTM B209.
3) Framing and Structural Members – Steel - ASTM A992 / A992M, ASTM A529/ A529M, ASTM A572/ A572M, or ASTM A588/ A588M.
4) Framing and Structural Members, Aluminum: ASTM B221 or ASTM C308

e. Structural Tube: ASTM A500 or ASTM B221.

f. Fasteners - Shall be compatible with the materials they are fastening to, be gasketed when exposed to weather to prevent leaks, and shall provide both shear and tensile strengths not less than 3,336 N (750 pounds) per fastener. The main fastening system shall use concealed fasteners, however, when exposed fasteners are needed, color fasteners shall be color coated to match wall/roof panels.

g. Light Transmitting Roof Panels (Non-Insulated): ASTM D3841, Type II, Grade 1.

h. Insulation: Blanket-type fiberglass insulation with a factory applied facing on one side and having a permeance rating of 0.05 or less in accordance with ASTM E96. Flame Spread Rating 75 or less, and a Smoke Developed Rating of 150 or less when tested in accordance with ASTM E84.

i. Panel Finish - Factory Color Finish - Provide factory applied baked coatings to the exterior and interior of metal wall panels and metal accessories. Provide exterior primer standard with panel manufacturer but not less than 0.8 mil dry film thickness (DFT). Provide PVDF exterior finish top coat of 70 percent inorganic pigments with 0.8 mil DFT. Provide factory-applied clear finish over the color topcoat and edge coating for projects within 91 meters of a water shoreline or industrial environments. Field apply 70 percent PVDF clear coat to unfinished panel edges or field cut panels. Interior finish exposed to sun or rain shall be the same coating and DFT as the exterior coating. Interior finish protected from sun or rain exposure shall receive 1.0 mil DFT coating of siliconized polyester (SMP) resin coating with organic or blended pigments and manufacturer’s standard primer.

F20 SELECTIVE BUILDING DEMOLITION

In general terms, demolition work shall include the removal and effective management and disposition of existing construction and or structures. Contractor shall take care to prevent damage to existing utilities and construction that are not scheduled for demolition. If damage occurs, the Contractor shall make repairs to the satisfaction of the Contracting Officer and at no cost to the Government. Comply with local Activity and Installation local requirements regarding demolition and removal. Unless otherwise specified in Part 3, all demolished materials and equipment must be removed from government property in accordance with applicable laws and regulations, including local Activity or Installation regulations. Selling of demolished or salvaged materials and equipment on government properties is prohibited.

Demolition Plan and Environmental Protection Plan: No demolition work shall take place until a Demolition Plan, Environmental Protection Plan, Safety Plan (including Activity Hazard Analysis), Asbestos Abatement Plan, and a Lead Abatement Plan have been submitted to, and approved by, the Contracting Officer. The Plans shall take into consideration, and indicate method of removal, disposition, and abatement of environmentally hazardous materials. Demolition, disposition, and abatement of hazardous materials must comply with all applicable Local, State, and Federal regulations and laws. If destructive investigation is to occur, the Contracting Officer shall approve a Destructive Investigation Plan.

When hazardous materials such as asbestos, lead paint, PCB and other hazardous materials are involved in the performance of the work, the contractor shall abate, remove and manage the hazardous materials in construction and finish materials such as insulation, flooring, wall materials, ceiling materials, roofing materials, heating, plumbing, ventilation, air conditioning equipment and installations in accordance with National as well as local Environmental Protection Laws and Regulations.

F2020 HAZARDOUS COMPONENT ABATEMENT

1. Asbestos in DoD Schools: For projects that require removal or disturbance of asbestos containing materials within DoD schools, perform work in accordance with the edited UFGS 02 82 14.00 10, Asbestos Hazard Control Activities.

2. Asbestos Materials: Asbestos shall be removed, transported and managed in accordance with the following regulations: 29 CFR 1926.1101, and 40 CFR 61-Subpart M. Category I & II Nonfriable: Demolition of Category I & II nonfriable asbestos containing materials (approved to be left in place during building demolition) shall be performed in accordance with 40 CFR 61– Subpart M.

3. Lead Based Paint in Child Occupied Facilities: For projects that require removal or disturbance of painted surfaces within a child occupied facility, perform work in accordance with the edited UFGS 02 8319.00 10, Lead Based Paint Hazard Abatement, Target Housing and Child Occupied Facilities.

4. Paint Containing Lead, Cadmium and Chromium: Work which requires the disturbance of paint that have been determined to contain all or any of the following: lead, cadmium and chromium must be performed in accordance with: 29 CFR 1926.62, 29 CFR 1926.1126 and 29 CFR 1926.1127.

5. Mercury & LLR Components: Work which requires removal of mercury and LLR components shall be performed in accordance with: 29 CFR 1910.1000, 10 CFR 20, and 40 CFR 273.

6. PCBs: Work which requires removal of PCB containing components or materials shall be performed in accordance with 29 CFR 1910.1000, 40 CFR 761, and 40 CFR 273.

7. Hazardous Materials Reporting:

a. Daily Report: Notify the Contracting Officer of work involving hazardous materials abatement and removal, including the quantities involved, on daily reports.

b. Hazardous Material Inventory Report: The Contractor shall provide a list of all hazardous materials used on the site.

SECTION G. BUILDING SITEWORK

G10 SITE PREPARATIONS

1. General Requirements: Building site work includes site preparation, site improvements, site civil/mechanical utilities, site electrical utilities, exterior furnishings, landscaping, and irrigation. Provide site work in accordance with UFC 3-200-10N, Civil Engineering, which accommodates regional requirements (see paragraph 1-6).

2. Project Limitations: Prior to the start of design, the contractor shall determine the exact limit-of-work line for the project periphery, considering items such as, but not limited to, utility work, landscape re-vegetation of disturbed areas, and lay down areas. The Civil Engineer and Landscape Architect of Record shall determine limit-of-work lines. Minimize the impact of construction activity on operations and neighboring facilities.

3. Geotechnical Data: A geotechnical engineer shall conduct the subsurface exploration, investigation/evaluation, testing, and analysis that the Designer of Record deems necessary for the design and construction of the proposed facilities, including building pad, structure, pavement sections, repairs, overlays, storm water management facilities, utility structure foundations, septic systems, and other features requiring soil support.

G1010 SITE CLEARING

1. Existing Utilities: When the Contractor is to work at a site that has existing utilities, the contractor is responsible for coordination with Contracting Officer and utility companies for staking out, capping, connection and relocation of any existing utility systems or traffic interruption. Notify utility locator service for area where Project is located before site clearing.

2. Interruption: All interruption to the existing utilities and traffic shall be coordinated with and approved by the Contracting Officer not less than 14 calendar days in advance of such interruption.

G1020 SITE DEMOLITION & RELOCATIONS

Abandon utility systems in-place conforming to applicable codes and regulations, removing their presence from the ground surface and clearly indicating that they have been abandoned. Remove utilities underneath or within 3.0 m (10 feet) of any new facilities. Fill abandoned gravity systems with flowable fill. Fill abandoned utility system piping under pavements subject to potential vehicle loading with flowable fill.

Remove existing utility structures to 900 mm (3 feet) below existing or new adjacent grade, whichever is greater. Break up bases to permit drainage. Fill with clean sand.

Comply with the requirements of the utility provider concerning utility relocation.

G1030 SITE EARTHWORK

The DOR shall utilize UFGS Section 31 23 00.00 20 for the project specification and shall submit the edited section as a part of the design submittal. Perform quality assurance for earthwork in accordance with UFGS Section 31 23 00.00 20. If sheeting/shoring or dewatering is required, the Contractor shall provide a registered Professional Engineer to provide excavation, sheeting, shoring, and dewatering plans and inspection of excavations and soil/groundwater conditions throughout construction. The Engineer shall be responsible for performing pre-construction and periodic site visits throughout construction to assess site conditions. The Engineer, with the concurrence of the contractor and the Contracting Officer, shall update the excavation, sheeting, shoring, and dewatering plans as construction progresses to reflect actual site conditions and shall submit the updated plan and a written report (with professional seal) at least monthly informing the Contractor and the Contracting Officer of the

status of the plan and an accounting of Contractor adherence to the plan; specifically addressing any present or potential problems. The Engineer shall be available to meet with the Contracting Officer at any time throughout the contract duration.

G20 SITE IMPROVEMENTS

Provide site improvements as required to make a useable facility that meets functional and operational requirements, incorporates all applicable anti-terrorism, force protection and physical security requirements and blends into the existing environment.

Provide site improvements in conformance with applicable requirements of the Uniform Federal Accessibility Standards.

1. Pavements: For work in and adjacent to existing pavements, the Contractor is required to match the existing adjacent finish elevation, materials, paving section and texture, unless otherwise indicated in Part 3 or directed by the Contracting Officer.

Provide pavement design and pavement section materials in accordance with UFC 3-200-10N, Civil Engineering.

2. Traffic Control: If the site work involves interference with normal vehicular and or pedestrian traffic, the Contractor shall coordinate with the authority having jurisdiction, propose and obtain approval for traffic control measures that may be required in performance of the work required by the contract.

3. Performance Verification And Acceptance Testing:

a. Subgrade Preparation: If required by the Designer of Record, perform proof rolling. Proof rolling shall be performed in the presence of the Contracting Officer. Rutting or pumping of material shall be undercut as directed by the Contracting Officer and replaced with satisfactory soil materials as defined by the Geotechnical Engineer.

b. Base Course Performance Verification: At a minimum, Contractor must perform visual performance verification. Surface shall be smooth with no ruts, sloped or crowned to not pond water.

c. Bituminous Concrete Pavement Performance Verification: At a minimum, Contractor must perform visual performance verification. Finished surface shall be uniform in texture and appearance, free of defects such as cracks and creases, and be sloped or crowned so as to not pond water.

d. Portland Cement Concrete Pavement Performance Verification: At a minimum, Contractor must perform visual performance verification. Finished surface shall be uniform in texture and appearance, free of defects such as cracks and spalls, and be sloped or crowned so as to not pond water.

e. Concrete Joint Performance Verification: Joint sealer that fails to cure properly, or fails to bond to joint walls, or reverts to uncured state or fails in cohesion, or shows excessive air voids, blisters, or has surface defects, swells, or other deficiencies, or is not recessed within indicated tolerances shall be rejected. Remove rejected sealer, re-clean and reseal joints.

G2040 EXTERIOR FURNISHINGS

All site furnishings shall be permanently attached to concrete pads. Site furnishings shall conform to the Base Exterior Architecture Plan (BEAP) or Installation Appearance Plan (IAP) for each Activity. If no product guidance is given, coordinate material, finish and color with architecture (fiberglass and aluminum are not acceptable) and provide to the greatest extent possible, materials with industrial recycled content, preferably from regionally local manufacturers. At a minimum, provide a trash and ash receptacle at each entry and gathering/smoking area.

G2050 LANDSCAPING

1. Landscaping Design: The design of landscaped areas shall be in accordance with Presidential Executive Order 13148 of April 2000 with a goal to reduce fertilizers, pesticides, and water use. All non-paved site areas inside the project limits disturbed by construction operations, after meeting plant quantity requirements, shall be covered with plant material or mulch. All projects with planting (except for seeding, sprigging and or sodding) and or irrigation areas shall utilize the design services of a Landscape Architect licensed or certified in the State of the project.

2. Existing Plant Material to Remain: Fence at plant or tree drip lines, and maintain all plant material to remain to keep plants healthy and thriving during construction operations. Should any plants die or are damaged during this period or during the Landscape Establishment Period, the Contractor, at the direction of the Contracting Officer, shall remove the existing tree and stump and replace with trees of the same genus and species equal to the total caliper of the existing tree. Minimum caliper of replacement trees shall be 100 mm (4 inch). Replace shrubs with 18.9 liter (5 gallon) size container, ground cover with flat containers planted at 200 mm (8 inches) on center, and turf with sod, all of the same genus and species.

3. Seeding, Sprigging, and Sodding: Select a permanent seed mix. Apply seed at a time best suited for germination of the selected species. Seeded areas shall achieve a 95-percent coverage of the selected species and be weed free at the end of the Establishment Period. Sodded areas shall achieve 100% coverage and be weed free.

4. Utilities: Trees shall not be placed within 10 feet of any above or below-grade utility line or structure.

5. Green Waste Recycling: Contact the Public Works Department for potential green waste collection, management, and recycling by the Government.

6. Plant Quality: All plants shall be in a healthy, disease and pest-free condition. All seed mixes, sod and sprigs shall be State Certified. Contractor shall provide native species appropriate for the locality.

7. Plant Quantities: Within project limits, provide for building periphery, parking lot and perimeter site planting, not covered by buildings or paving, with a minimum of one tree and a minimum of 8 shrubs per 83.6 square meter (900 square feet) of landscape area. Provide a minimum tree size of 200 mm (24 inch) box/50mm (2 inch) caliper, or if within an anti-terrorism zone provide a minimum size of 910 mm (36 inch) box/76 mm (3 inch) caliper. For shrubs provide a minimum size of 19-liter (5 gallon), for ground cover provide a minimum size of 3.85-liter (1 gallon) containers. For trees and shrubs within concrete or other non-permeable paved area, allow a minimum non-paved area of 1.2 m by 2.4 m (4 feet by 8 feet per tree).

8. Edging & Mulching Materials: Provide 3/16-inch thick by 4-inch deep galvanized metal or 6-inch by 6- inch Concrete edging dividing all turf and shrub areas and dividing all planted and non-planted

inorganic mulch areas. Plastic edging is not allowed. Mulch all plant areas with a minimum 3-inch layer of mulch to match local area material.

9. Weed Control Fabric: Provide an ultra-violet-resistant weed barrier fabric of polypropylene or polyester fabric specifically designed for weed control purposes beneath all mulched non-planted areas with a minimum weight of 0.11 kg per square meter (5 ounces per square yard) with a minimum thickness of 0.50mm (20 mils) with a 20-year minimum guarantee.

10. Irrigation: If specified in Part 3, all planting areas shall be automatically irrigated with a permanent, below-grade system.

a. Irrigation Design and Testing: Provide 100 percent sprinkler head coverage. Provide pop-up heads in turf and when adjacent to turf, walks, roads, parking lots, and in sparsely planted landscape areas where pedestrians may circulate. Provide pop-up heads project-wide on high-traffic sites such as, but not limited to, dining, housing, entertainment, daycare, education and recreation facilities. Verify adequate water pressure for irrigation purposes and provide booster pumps and or pressure regulation as required. Provide minimum 12-inch cover over PVC irrigation pipe. 13 mm (1/2 inch) pipe is not allowed. The Landscape Contractor shall test the entire system in the presence of the Contracting Officer (and for projects greater than 5,000 square feet, the Landscape Architect of Record shall attend,) to ensure proper performance. All irrigation components shall be commercial or institutional quality. Provide rain shut-off device and watertight splices. Sprinkler heads, bodies and nozzles shall be of the same manufacturer.

b. Irrigation Operation and Control: Assure systems will automatically operate on an “irrigation window” between 2130-0530. Provide compatible and fully functional control if a central control system exists on base. Otherwise, provide evaporo-transpiration measuring control with flow meter and master valve with controller capable of indicating visible or auditory notification, such as a blinking light or beeping sound, of system shut-off.

c. Irrigation Controller Charts: Provide one chart for each new controller or existing re-sequenced controller. The chart shall be an actual plan reduced to fit inside maximum dimensions of the controller housing. Use black line print for chart and a different color to indicate each station area of coverage. After chart is completed and approved for final acceptance, seal chart between two 0.5 mm (20 mil) pieces of clear plastic. The chart shall be affixed to the inside of the controller cabinet door using approved mastic or fastening system.

d. Irrigation Zoning: Provide separate control valves for differing solar exposures, for areas with differing irrigation head types or differing precipitation rates, and top and bottom of slopes. Provide a separate irrigation backflow prevention device and water meter. Turf and shrubs/groundcover are not allowed on the same valve. Provide separate concrete valve box with cast iron lid and valve ID for each valve and wire splice. Provide quick coupling valves at 30m (100 feet) on center. Provide in- head check valves for sloped areas with 150 mm (0.5 feet) or more in elevation change.

e. Temporary Irrigation: Provide ultra-violet resistant pipe and fittings for above-grade, temporary irrigation. Only non-pressure pipe is allowed above grade. Irrigation systems intended to remain in place longer than one year shall be installed below grade.

f. Non-Potable Irrigation: Provide lavender-colored pipe, sprinkler head and quick coupler caps, valve tags, signage, and associated filtration equipment.

11. Landscape and Irrigation Establishment Period and Guarantee: Provide the following landscape and irrigation establishment period for landscaped areas within the limits of work and areas disturbed by construction: 365 days: Trees, Shrubs, Ground Cover, Vines, and Ornamental Grasses. 120 days: Turf Areas (Active growing season).

The Landscape Architect-of-Record shall, along with the Contracting Officer, attend, approve and document the start of the Establishment Period and document quarterly and final inspections. During this period, the Contractor shall perform tasks which shall include, but not be limited to, watering, weeding, eradicating pests, adjust irrigation and replenish mulch to assure all plant material is in a healthy and thriving condition or the Contractor shall replace plant material at his own expense. All trees, shrubs, and ground covers that die or have 20 percent or more of their crowns that die during planting operations or the guarantee period shall be replaced with healthy plants of the same species or variety. Broadcast seeded or hydro-seeded areas that do not achieve the 95-percent coverage of the selected species by the end of the Establishment Period shall be reseeded by the same method and be maintained an additional 120 days to assure coverage. Sodded turf areas should be 100% at the end of the guarantee period. Turf shall be maintained in a manner that promotes proper health, growth, rich natural green color, and a neat, uniform, manicured appearance. Mow weekly during the growing season and remove excess clippings.

G30 SITE CIVIL/MECHANICAL UTILITIES

Develop the site to provide water, fire protection, sanitary sewer, storm drainage, heating, cooling and fuel distribution services that meet the requirements of each utility provider and each applicable regulatory agency that governs and issues permits for the construction and operation of these systems.

Coordinate with the local utility providers and pay any fees or charges required to connect to their utility. Provide all required fittings, connections and accessories required for a complete and usable system. All equipment shall be installed per the criteria indicated in this RFP and the manufacturer's recommendations. Where the word "should" is used in the manufacturer's recommendations, substitute the word "shall".

G3010 WATER SUPPLY

1. Water System Design and Construction: Provide the new water system and connections to the existing water system in accordance with UFC 3-200-10N, Civil Engineering (paragraph 2-3); the utility provider's requirements; or the state waterworks' regulations; whichever is more stringent.

2. Notifications: Notify the utility provider of the additional demand generated by the proposed facility. Provide a copy of all correspondence with the utility provider to the Government's Civil/Mechanical Reviewer.

3. Performance Verification And Acceptance Testing: Provide testing on water mains and service lines in accordance with the state waterworks' regulations and the following:

a. Ductile iron and other materials: AWWA C600.

b. PVC: AWWA C605

Whichever is more stringent. Do not begin testing on any section of a pipeline where concrete thrust blocks have been provided until at least 5 days after placing of the concrete.

G3020 SANITARY SEWER

1. Sanitary System Design and Construction: Provide the new sanitary sewer system and connections to the existing sanitary sewer collection system in accordance with UFC 3-200-10N, Civil Engineering (paragraphs 2-4 and 2-5); the utility provider's requirements; or the state sewerage regulations; whichever is more stringent.

2. Notifications: Notify the utility provider of the additional wastewater flow generated by the proposed facility. Provide a copy of all correspondence with the utility provider to the Government Civil Reviewer.

3. Wastewater Pump Station: Where required, provide a duplex, grinder pump station in accordance with the utility provider's requirements. Provide pump station wet well of fiberglass construction. Provide adjacent valve vault of precast concrete construction.

Provide automatic control to start and stop the pump system. Provide automatic level control by floats in accordance with the preferences of the system owner to fill and prevent overflow of the wet well. Provide an emergency pump connection.

Provide a telephone dialer in the control panel capable of accepting up to 8 telephone numbers. At the control panel provide an alarm horn and light with battery backup. Alarms shall include high liquid wet well level; loss of main power; no flow as sensed by current sensor; and pump failure via overload or motor heat sensor trip. Provide seal failure indicator lights and elapsed time meters.

Provide electrical connections for a portable emergency generator hook-up sized to start up and maintain the total rated running capacity of the station, including the pumps, controls, lighting, and other auxiliary equipment.

4. Performance Verification And Acceptance Testing:

a. Sanitary Sewer Distribution System Performance Verification: Provide testing on sewer mains and laterals in accordance with the state sewerage regulations. At a minimum, perform the following:

1) Visual Test: Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a full circle of light through the pipeline when viewed from the adjoining end of line.

2) Leakage Tests: Test lines for leakage by either infiltration tests or exfiltration tests, or by low- pressure air tests in accordance with the following:

a) Exfiltration Tests: ASTM C 969M (ASTM C 969) and perform calculations in accordance with its Appendix.
b) Low-pressure Air Tests: Pipelines: ASTM C 924M (ASTM C 924) and perform calculations in accordance with its Appendix. PVC plastic pipelines: UBPPA UNI-B-6 and perform calculations in accordance with its Appendix.

3) Cross Connection Tests: Cross connection tests shall be observed by the Contracting Officer and the utility provider's inspector.

a) Perform a tracer study from the project sewer connection to the first manhole downstream on the active sewer system. Use a nontoxic, non-staining sewer tracing dye. Testing shall continue until the dye visually confirms the design connection is appropriate. During the test, the contractor shall monitor the storm drainage system (structures and outfalls) downstream from the project for any sign of cross connection.

b) Perform a smoke test on the project sewer to verify that project storm drainage inlets or drains have not been connected to the sanitary sewer.

b. Sanitary Sewer Manholes Verification Testing: Provide testing on sanitary sewer manholes in accordance with the state sewerage regulations. At minimum, perform hydraulic testing in accordance with ASTM C 969M (ASTM C 969).

c. Wastewater Pump Station Verification Testing: Test the wastewater pump station in accordance with the state sewerage regulations. Conduct testing on discharge piping and force main in accordance with tests for water distribution mains; see G30, paragraph 1.3.2. Test pumps, controls, and alarms, in operation, under design conditions to ensure proper operation of all equipment.

G3030 STORM SEWER

1. Storm System Design and Construction: Provide the new storm sewer system and connections to the existing storm sewer system in accordance with UFC 3-200-10N, Civil Engineering (paragraph 2-2); the utility provider’s requirements; or the state storm water management laws and regulations; whichever is more stringent.

The Contractor shall make necessary adjustments to the drainage design in order to avoid disruption to existing utilities and to protect existing trees to remain.

Confirm that the existing receiving system has adequate capacity to receive the additional stormwater flow generated by the project.

2. Storm Sewer System Performance Verification: At a minimum, Contractor shall perform visual testing. Check each straight run of pipeline for deficiencies by holding a light in a manhole; it shall show a full circle of light through the pipeline when viewed from the adjoining end of line.

G3060 FUEL DISTRIBUTION

Gas Distribution System: Refer to Section D20 for requirements.

G40 SITE ELECTRICAL UTILITIES G4010 ELECTRICAL DISTRIBUTION

1. Electrical Utilities Design and Construction: Site electrical utilities include all exterior electrical work, including the connection to the primary distribution system. This also includes telephone and cable television supplies. Provide electrical overhead and underground, distribution systems in accordance with

IEEE C2 (National Electrical Safety Code), NFPA 70, local utilities company requirements, and local Activity guidelines.

2. Coordination With Local Utilities Company and Local Activity: Service meters for electrical services shall be provided and installed in conformance with the local utilities company requirements and local activity guidelines.

3. Substations: When secondary unit substations are required, the Designer of Record shall utilize UFGS Section 26 11 13, Secondary Unit Substation, and UFGS Section 26 23 00, Switchboards and Switchgear, for the project specification, and shall submit the edited specification section as a part of the design submittal for the project.

4. Transformers: When transformers are required, the Designer of Record shall utilize UFGS Section 26 12 19.10, Three-Phase Pad Mounted Transformers, UFGS Section 26 12 19.20, Single-Phase Pad Mounted Transformers, or UFGS Section 33 71 01.00 20, Overhead Transmission and Distribution, for the project specification, and shall submit the edited specification section as a part of the design submittal for the project. Only PCB-free transformers shall be used and all transformers installed shall be visibly marked as “PBC-free or non-PCB transformers”.

5. Switches, Controls and Devices: When switches or control devices are required, the Designer of Record shall utilize UFGS Section 26 13 00.00 20, SF6 Insulated Pad Mounted Switchgear, or UFGS Section 33

71 01.00 20, Overhead Transmission and Distribution, for the project specification, and shall submit the edited specification section as a part of the design submittal for the project.

G4030 SITE COMMUNICATION & SECURITY

1. Telephone Distribution System: Provide all telephone distribution systems in accordance with EIA/TIA Standards, NFPA 70, and the cognizant telephone company requirements.

2. Cable Television System: Provide all cable television systems in accordance with NFPA 70, and the cognizant cable television company requirements and BICSI recommendations.

** End of Section **

H.7 BERTHING TRAILERS

Drawings of Berthing Trailers have been uploaded to the additional documents section of this solicitation on NECO.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.202-1 | Definitions | NOV 2013 |
| 52.202-1 | Definitions | NOV 2013 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | MAY 2014 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | APR 2010 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | APR 2014 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUL 2013 |
| 52.204-13 | System for Award Management Maintenance | JUL 2013 |
| 52.204-16 | Commercial and Government Entity Code Reporting | NOV 2014 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | NOV 2014 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | AUG 2013 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | DEC 2014 |
| 52.210-1 | Market Research | APR 2011 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | APR 1991 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--Modifications | AUG 2011 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | OCT 2010 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | OCT 2010 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | OCT 2010 |
| 52.215-23 | Limitations on Pass-Through Charges | OCT 2009 |
| 52.216-27 | Single or Multiple Awards | OCT 1995 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2014 |

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|---|---|---|
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-35 | Equal Opportunity for Veterans | JUL 2014 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 2014 |
| 52.222-37 | Employment Reports on Veterans | JUL 2014 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | SEP 2013 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | MAY 2008 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | DEC 2012 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) | JUL 2014 |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas | APR 1984 |
| 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 |
| 52.229-6 | Taxes--Foreign Fixed-Price Contracts | FEB 2013 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 2014 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-27 | Prompt Payment for Construction Contracts | MAY 2014 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | JUL 2013 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 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 Alt I | Accident Prevention (Nov 1991) - Alternate I | 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 |

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| 52.236-21 Alt I | Specifications and Drawings for Construction (Feb 1997) - Alternate I | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2014 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.243-5 | Changes and Changed Conditions | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Items | OCT 2014 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-13 | Inspection--Dismantling, Demolition, or Removal of Improvements | AUG 1996 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| 52.247-64 | Preference for Privately Owned U.S. - Flag Commercial Vessels | FEB 2006 |
| 52.248-3 | Value Engineering-Construction | OCT 2010 |
| 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 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7000 | Disclosure Of Information | AUG 2013 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.204-7012 | Safeguarding of Unclassified Controlled Technical Information | NOV 2013 |
| 252.204-7015 | Disclosure of Information to Litigation Support Contractors | FEB 2014 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2014 |
| 252.215-7000 | Pricing Adjustments | DEC 2012 |
| 252.215-7008 | Only One Offer | OCT 2013 |
| 252.222-7002 | Compliance With Local Labor Laws (Overseas) | JUN 1997 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | DEC 2010 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7005 | Identification Of Expenditures In The United States | JUN 2005 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | JUN 2011 |
| 252.225-7017 | Photovoltaic Devices | JAN 2014 |
| 252.225-7030 | Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate | DEC 2006 |

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| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States | MAR 2006 |
| 252.225-7044 | Balance of Payments Program--Construction Material--Basic (Nov 2014) | NOV 2014 |
| 252.225-7045 | Balance of Payments Program--Construction Material Under Trade Agreements--Basic (Nov 2014) | NOV 2014 |
| 252.225-7045 Alt I | Balance of Payments Program--Construction Material Under Trade Agreements--Alternate I (Nov 2014) | NOV 2014 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7022 | Government Rights (Unlimited) | MAR 1979 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.232-7008 | Assignment of Claims (Overseas) | JUN 1997 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.233-7001 | Choice of Law (Overseas) | JUN 1997 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7002 | Obstruction of Navigable Waterways | DEC 1991 |
| 252.236-7005 | Airfield Safety Precautions | DEC 1991 |
| 252.236-7010 | Overseas Military Construction--Preference for United States Firms | JAN 1997 |
| 252.236-7012 | Military Construction on Kwajalein Atoll--Evaluation Preference | MAR 1998 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.244-7001 | Contractor Purchasing System Administration | MAY 2014 |
| 252.246-7003 | Notification of Potential Safety Issues | JUN 2013 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations | OCT 2010 |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System | MAY 2014 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |

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52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract

are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

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52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(2) The small business size standard is $36.5M .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

(  ) Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

(vii) 52.214-14, 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 |
|---|---|---|---|

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

Federal contracts and grants with total value greater than $10,000,000 means--

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the contractor receives the award of the “seed” project, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than TO BE DETERMINED ON INDIVIDUAL TASK ORDERS The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of TO BE DETERMINED ON INDIVIDUAL TASK ORDERS for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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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)

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

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

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

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

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

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

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

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

specified in the amendment(s).

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except

clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation , access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled ``Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor. (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from CONTRACT contract award date through contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

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

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

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

(2) Any order for a combination of items in excess of $1,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

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

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

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania,

Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

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

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

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

(1) This clause implements 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)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate ``none"]

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute 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 statute 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 statute.

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American 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)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

attach summary.
Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
GARRY MURPHY
NAVFAC SE
Bldg 903 PO Box 30
Jacksoville, FL 32212

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

(End of provision)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . to be specified on individual task orders, as applicable.
(b) Weather conditions . . . . . to be specified on individual task orders, as applicable.
(c) Transportation facilities . . . . . to be specified on individual task orders, as applicable.
(d) Other pertinent information…….. to be specified on individual task orders, as applicable.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (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) Site visits may be arranged during normal duty hours by contacting:

Public Works Dept.
Guantanamo Bay, Cuba

(End of provision)

52.237-8 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS. (AUG 2003)

(a) The Federal Acquisition Regulation (FAR), at 31.205-6(g)(6), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the agency grants a waiver pursuant to FAR 37.113-1 before contract award.

(b) In making the determination concerning the granting of a waiver, the agency will determine that--

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a

program, project, or activity that provides significant support services for (i) members of the armed forces stationed or deployed outside the United States, or (ii) employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

(End of clause)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

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

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

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

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

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of Provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete
as of the date of this offer.

| FAR/DFARS Clause # | Title | Date | Change |
|---|---|---|---|
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of conract award through the last day of the last exercised option period..

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued'' when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the
schedule.

(End of Clause)

252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (CLASS DEVIATION 2014-O0016) (OCT 2014)

(a) *Definitions*.

"The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR)," as used in this clause, includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat Nicaragua, Panama, Paraguay, Peru, Saint Barthelemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

(b) *General*.

(1) Contract performance in support of U.S. Armed Forces outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(2) Unless immune from host-nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel can subject such personnel to United States or host-nation prosecution and civil liability.

(c) *Support*.

(1) U.S. citizen and third country national (TCN) contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the contracting officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USSOUTHCOM AOR under this contract.

(d) *Pre-travel requirements*.

The Contractor shall ensure that the following requirements are met prior to sending or using Contractor personnel in the USSOUTHCOM AOR. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All Contractor personnel must be medically, dentally, and psychologically fit for performance of their contracted duties. All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the Medical Suitability Screening Regulation, SC Regulation 40-501, as well as the requirements identified in FORCE HEALTH PROTECTION (FHP) GUIDANCE FOR DEPLOYMENT in the USSOUTHCOM AOR or their successors and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to the USSOUTHCOM AOR. U.S. citizen contractor personnel and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR with a current copy of the Public Health Service Form 791, "International Certificate of Vaccination." In addition, U.S. citizen contractor personnel and TCN contractor personnel traveling to the USSOUTHCOM AOR are required to be beneficiaries of a medical evacuation plan and service through an insurance plan provided by their employer or paid for individually.

(3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen by contacting the Armed Forces Repository of Specimen Samples for the Identification of Remains (AFRSSIR) at http://www.afmes.mil/index.cfm?pageid=afdil.afrssir.overview or p**hone:** (302) 346-8800. In addition, U.S. citizen contractor personnel shall comply with the requirements of DoDI 3020.41, Enclosure 3, paragraph 8.b., or its successor.

(4) U.S. citizen contractor personnel and TCN Contractor personnel traveling to the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at https://www.fcg.pentagon.mil/fcg.cfm and must have all necessary passports, visas, and other documents required to enter, exit or work in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s). Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities within 5 days of the end of their travel or contractual duties.

(5) Special area, country, and theater clearance is obtained for U.S. citizen contractor personnel and TCN Contractor personnel traveling in the USOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program (FCP). For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.

(6) All U.S. citizen contractor personnel and TCN Contractor personnel must receive personal security training. At a minimum, the training shall—

(i) Cover safety and security issues facing employees within the USSOUTHCOM AOR;

(ii) Identify safety and security contingency planning activities; and

(iii) Identify ways to utilize safety and security personnel and other resources appropriately.

(7) All U.S. citizen DOD sponsored contractors must comply with current force protection, personnel recovery and theater entry requirements as posted in DODI 3020.41 Operational Contract Support, DODI 3002.03 DOD Personnel Recovery – Reintegration of Recovered Personnel, the DOD Foreign Clearance Guide at https://www.fcg.pentagon.mil/ and current USSOUTHCOM guidance prior to travel to any country in the USSOUTHCOM AOR. All U.S. citizen Contractor personnel must complete the following:

(i) Anti-Terrorism (AT) Level 1 Training course available at https://Jkodirect.jten.mil (Login and Search for the course on the Course Catalog tab via the number or key word, enroll, and Launch). AT training must be completed within 12 months (1 year) prior to entry into the USSOUTHCOM AOR.

(ii) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DOD sponsored contractors entering the theater on official business will have a DD Form 1833 Isolated Personnel Report (ISOPREP) on file in Personnel Recovery Mission Software (PRMS). The ISOPREP will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.

(iii) IAW USSOUTHCOM theater entry requirements, all DOD sponsored contractors must complete the computer based SERE 100.1 Code of Conduct training course prior to theater entry. Training is available online http://jko.jten.mil (Log into your account, go to the Course Catalog and search for SERE 100.1, enroll, and Launch) or through disk based software. Training is good for 3 years.

(iv) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, all DOD sponsored contractors traveling to designated high risk areas should receive a High Risk of Isolation (HRI) Briefing. The HRI Briefing is required for all DOD personnel conducting operations in, over, or around uncertain or hostile areas increasing their risk of becoming missing, isolated, detained, or captured.

(v) For more information or specific questions regarding completion of these requirements please contact the designated contracting officer's representative (COR). The COR will contact the appropriate DOD agency or service component for additional guidance.

(e) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system at https://spot.dmdc.mil,to enter and maintain the data for the following Contractor personnel:

(i) All U.S. citizen contractor personnel and TCN contractor personnel who travel to the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.

(ii) TCN, host nation (HN), or local national (LN) personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.

(iii) Private security contractors and contingency contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or the length of the period of performance of their contract.

(iv) Contractor personnel with a place of performance within the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may–within the terms of their contracts–deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.

(2) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to travel to the USSOUTHCOM AOR and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the period of travel for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, killed, wounded), shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(End of clause)

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-O0020) (SEP 2014)

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

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

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

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

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

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

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause–

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when–

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted

vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

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

TO BE COMPLETED ON EACH TASK ORDER

(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:

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

____

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

____

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(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 | ____ |
| Issue By DoDAAC | ____ |
| Admin DoDAAC | ____ |
| Inspect By DoDAAC | ____ |
| Ship To Code | ____ |
| Ship From Code | ____ |
| Mark For Code | ____ |
| Service Approver (DoDAAC) | ____ |
| Service Acceptor (DoDAAC) | ____ |
| Accept at Other DoDAAC | ____ |
| LPO DoDAAC | ____ |
| DCAA Auditor DoDAAC | ____ |
| Other DoDAAC(s) | ____ |

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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.

____

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

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

____

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

TO BE PROVIDED ON INDIVIDUAL TASK ORDERS

(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.

FAC 5252.211-9301, PHASED CONSTRUCTION SCHEDULE (SEP 1996)

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

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

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

(c)

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

**TO BE PROVIDED IN INDIVIDUAL TASK ORDERS AS APPLICABLE**

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

5252.228-9302 BID GUARANTEE (JAN 1996)

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

FAC 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 10 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

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

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

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

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

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 1 hour.

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.

5252.236-9310 - RECORD DRAWINGS (OCT 2004)

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

FAC 5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

FAC 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 95)

Within 14 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 L - Instructions, Conditions and Notices to Bidders

SEED PROJECT
The seed project will be awarded as a task order on a DD1155

**DD1155 SCHEDULE OF SUPPLIES/SERVICES page 2**
*(enter seed project proposed price here)*

The offeror agrees to perform the work required at the proposed Firm Fixed Price specified below in strict accordance with the terms and conditions regulatory requirements of this solicitation, as well as those specified in the original contract which this task order will be issued, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. Proposal should include all labor, equipment, materials, lower-tier subcontractors, and supplies necessary to complete the activities specified in the solicitation.

| ITEM NO. | SCHEDULE OF SUPPLIES/SERVICE | AMOUNT |
|---|---|---|
| 0001 | Refurbish AV600 hangar bay floor,<br>crane rails and overhead beams<br>throughout the hangar area, and beacon tower repairs<br>in accordance with RFP Parts 2-6 | $_____ |

The pricing of the seed Task Order is determined by applying the R.S. MEANS Bare Costs unit pricing and the applicable contractor's proposed Coefficient Factor.

**SEED PROJECT:**

It is the intent of this project for the contractor to provide all labor, materials, tools, transportation, equipment, incidental engineering and supervision required to refurbish AV600 hangar bay floor, crane rails and overhead beams throughout the hangar area, and beacon tower repairs in accordance with the RFP Parts 2-6.

Building AV 600 was built in 1954. The primary function of this facility is to provide storage and maintenance and repair space for military aircraft and other mission support aircraft. This facility is essential for mission success. The hangar floor slab joints have deteriorated and allow water, fuel, or oil to run under the slabs when servicing aircraft. Several cracks in the foundation need to be repaired. The floor drains have loose or broken covers that need to be replaced with secure anti-tilt covers to allow aircraft to move safely inside the hangar. Several of the grounding
points throughout the hangar have failed and must be replaced. All floor paint must be removed from the slab and repaired and leveled before recoating the entire hangar floor using a flooring system that meets or exceeds UFC spec
4-211-01N and 09 67 23.15. Interior metal overhead crane and roof beams and structural supports in the hangar bay must be cleaned, primed and painted to prevent corrosion. The beacon tower located on the building roof must be repaired, cleaned, primed, and painted to prevent corrosion.

Completion Date: The project will have a total maximum duration of 250 calendar days. The days are figured from the date of the task order award, which includes the initial 10 days allowed for submission and approval of insurance, bonding and other requirements.

Project magnitude: Between $200,000 and $400,000. Liquidated damages for this task order will be assessed in the amount of $200 per calendar day of delay.

INSTRUCTIONS TO OFFERORS

The following documents are uploaded to the additional documents section of this solicitation on NECO and considered part of this solicitation.

Attachment A: AMC Flight Reservation Request
Attachment B: SECNAV 5512 Base Access Pass Registration
Attachment C: NAVFAC Guantanamo Bay Entry Clearance Cover Sheet
Attachment D: LOI Request form
Attachment E: NAS JAX BASE Access (AMAG Form)
Attachment F: Pre-Proposal Inquiry (PPI) Form (mandatory use for PPI submission)
Attachment G: Construction Experience Project Data Sheet
Attachment H: NAVFAC USACE - PPQ Form
Attachment I: SEED Project-AV 600 Parts 2-6
H.7 Drawings-Berthing Trailers

**PRE-PROPOSAL CONFERENCE/SITE VISIT**

An organized site visit has been scheduled at Guantanamo Bay, Cuba for the pending Job Order Contract solicitation (N69450-15-R-1105) at 1000 a.m., local time, on Wednesday, March 4, 2015.

**In order to gain access to Guantanamo Bay, Cuba it is imperative the following steps be completed in the order given and by the deadlines stated.**

***** FAILURE TO COMPLETE AND RETURN ALL ENTRY ACCESS DOCUMENTATION BY THE DEADLINES WILL RESULT IN ACCESS BEING DENIED TO GUANTANAMO BAY, CUBA FOR THE SITE VISIT. *****

**STEP 1.**

**MAKE LODGING RESERVATIONS:**

To make lodging reservations, contact the Navy Lodge, telephone number 011-53-99-3103 or 7970, or NGIS (Navy Gateway Inns & Suites) 011-5399-2040/2091/2044 indicate you will be attending a Public Works Department/Facilities Engineering and Acquisition Division site visit and want to reserve a room.

**MAKE YOUR LODGING RESERVATIONS BY FEB 3, 2105 PRIOR TO SUBMITTING YOUR AMC FLIGHT RESERVATION REQUEST.**
To reserve a rental car, call 011-53-99-2600 and ask for NEX Car Rental.

**STEP 2.**

**MAKE FLIGHT RESERVATIONS FOR DEPARTURE FROM NAS JACKSONVILLE, FLORIDA ON MARCH 3, 2015 AND RETURN FROM GUANTANAMO BAY, CUBA ON MARCH 6, 2015:**

Fill out Attachment A_ AMC Flight Reservation request, and send to: flightrequest@gtmo.navy.mil
**THIS FORM MUST BE SENT TO THE FLIGHT RESERVATION DESK BY FEB 4, 2015.**

Contact for any additional information you may need:

AMC Flight reservation desk
PSD Guantanamo Bay, Cuba - Phone: 011-5399-4850

Round trip AMC air transportation from Naval Air Station Jacksonville, FL is approximately $650 per person and from Naval Air Station Norfolk, VA is approximately $900 per person. Current airfare rates can be obtained by calling the flight reservation desk. **Airfare is to be paid in the exact amount, be prepared to pay in cash at the AMC Terminal if the point of sale credit terminal is not working.**

*If you desire flight reservations on the private carrier flying from Ft Lauderdale, FL to Guantanamo Bay, Cuba, contact the following numbers.*

IBC commercial air travel:
Voice: 866.422.7000 (Toll Free)
011.53.99.74110 (Commercial local number)
Website: http://www.ibctravel.com/
Please be aware that IBC is known to change their flight schedule arbitrarily. Highly suggest any connecting flight be planned for the following day vice the day of departure from Guantanamo Bay.

***Instructions for access to NAS Jacksonville are below. NAVFAC SE is not responsible for base access if your travelers elect to depart/return from NAS Norfolk.**

**STEP 3.**

**REQUEST ENTRY CLEARANCE TO GUANTANAMO BAY, CUBA**

The following forms must be completely filled out and returned to eric.binderim@navy.mil **by 2 p.m. Tuesday, February 10, 2015:**

**Attachment B_**SECNAV 5512 Base Access Pass Registration
**Attachment** C_Guantanamo Bay Entry Clearance Cover Sheet
**Attachment D_**LOI request form

SECNAV 5512 Instructions for completing the form are on the last page of the document.
Additional instructions:

Block 5 & 6- If you check NO in block 5 then you must check the applicable blocks in 6.

Block 14- Only two of the documents listed are required for identity. If you elect to use a State photo ID/Driver's License and your passport then you do not need to provide your social security number. The two identity documents (one of the documents must be a valid passport) you list on this form must be presented at the AMC terminal in order to board the flight.

Block 25 – Sponsor's Name – LCDR Jason Boatright Sponsor phone – 011-5399-5618

Block 26 – check OTHER Work Days check blocks T W TH

Blocks 29, 30 & 31- must be a wet initial/signature. ELECTRONIC INITIALS/SIGNATURE WILL BE REJECTED

All site visit attendees must bring the approved copy of Attachment B & C along with a the signed Letter of Introduction (LOI) and all identification that was listed for entry (e.g. passport & driver's license) on the day they board the flight to Guantanamo Bay. All visitors are subject to an approved background check prior to entry.

**PASSPORT EXPIRATION DATE MUST BE AT LEAST 6 MONTHS BEYOND THE DATE OF**

**DEPATURE FROM THE SITE VISIT. IF THE PASSPORT DOES NOT MEET THIS REQUIRMENT THE INDIVIDUAL WILL NOT BE ALLOWED TO BOARD THE FLIGHT TO GUANTANAMO BAY.**

All visitors to Guantanamo Bay, Cuba must be in good health. Visits by the chronically ill or persons with a history of medical problems are prohibited.

**ENTRY APPROVAL:** No employee or representative of the Contractor will be admitted to the U.S. Naval Base, Guantanamo Bay, Cuba without prior entry approval.

**CORRECTLY FILLED OUT ENTRY CLEARANCE FORMS MUST BE RECEIVED BY ERIC BINDERIM NO LATER THAN 2 P.M. TUESDAY FEBRUARY 10, 2015**

**Step 4.**

**REQUEST ACCESS TO NAS JACKSONVILLE**

The following forms must be completely filled out and returned to eric.binderim@navy.mil **by 2 p.m. Tuesday, February 17, 2015:**

Attachment E_NAS JAX BASE Access AMAG Form

To access NAS Jacksonville, you MUST submit an AMAG Form (Attachment E) for the individual who will be "driving a vehicle" onto the base. Passengers do not have to submit an AMAG Form. .

IF THE VISIT START/END DATES ON THE AMAG FORM CHANGE FOR ANY REASON, YOU MUST SUBMIT A NEW AMAG FORM. VEHICLES WITHOUT A VEHICLE PASS WILL NOT BE PERMITTED ON THE BASE. VEHICLE PASS REQUESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED. VEHICLE DRIVERS MUST STOP AT THE SECURITY AND PASS OFFICE TO OBTAIN THEIR VEHICLE PASS.

You must have a picture ID, vehicle registration, and proof of insurance. The Security and Pass Office is located at the Main Gate, Yorktown Gate, 1st building on your right. Please arrive early as it may take some time to get the vehicle pass. All passengers in the vehicle must have a picture ID.

52.236-27 ALT I SITE VISIT (CONSTRUCTION) (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 at Guantanamo Bay, Cuba has been scheduled for 1000 a.m., local time, on Wednesday, March 4, 2015. In order to gain access to Guantanamo Bay, Cuba All visitors are subject to an approved background check prior to entry.

**PASSPORT EXPIRATION DATE MUST BE AT LEAST 6 MONTHS BEYOND THE DATE OF DEPATURE FROM THE SITE VISIT. IF THE PASSPORT DOES NOT MEET THIS REQUIRMENT THE INDIVIDUAL WILL NOT BE ALLOWED TO BOARD THE FLIGHT TO GUANTANAMO BAY.**

(c) Site visit participants will meet at Building M207, Public Works Department Conference Room

For entry to NAS Jacksonville you are required to stop at the Pass & ID Office, Building 9, before the Yorktown Entry gate, prior to admittance on base. *Please arrive at least an hour prior to the flight "show time" to ensure you are able to get on base.*

(End of provision)

**PRE-PROPOSAL INQUIRES (PPI)**

All inquiries (PPI) must be submitted in writing and received by the Contract Specialist (eric.binderim@navy.mil) NO LATER THAN NOON MARCH 12, 2015 in order to permit adequate time for response. PPI's not received by the submission deadline risk not being answered.

All PPI's shall be submitted on the Pre-Proposal Inquiry (PPI) Form, Attachment F, which has been uploaded to the additional documents section on NECO. Use of the PPI Form is mandatory. Submit all questions to eric.binderim@navy.mil.

Individual replies will not be made to Contractors. Responses will be posted, on the PPI Log, in NECO/FedBizOpps, under additional documents of the solicitation. It is the Contractor's responsibility to check NECO for any additional documents that are uploaded while the solicitation is open. NECO will not generate a notice when a document is loaded under additional documents.

**NAVY ELECTRONIC COMMERCE ON-LINE (NECO)**

Amendments will be posted directly to NECO/FedBizOpps. The posting of amendments generates an automated message to the contractor's point of contract listed in FedBizOpps, alerting them of the posting.

The drawings and specifications will be posted on NECO under the Additional Documents section of the solicitation, in accordance with DFARS 252.236-7001. Additionally, other postings will be made to NECO, such as the Pre-Proposal Inquiry (PPI) Log, revised drawings, etc., under the Additional Documents section of the solicitation. Postings directly to the Additional Documents section of NECO DO NOT generate an automated alert to the contractors. It is the contractor's responsibility to check NECO for all postings.

**PROPOSAL SUBMISSION INSTRUCTIONS**

In response to this request for proposal, the complete proposal Submission Requirements shall be submitted as follows:

a. The Submission Requirements shall be submitted in separate 3-ring binders, in sealed envelopes/boxes. All pages shall be numbered and binders shall be appropriately tabbed, conforming to the proposal submittal requirements' structure for each evaluation factor.

Offeror's shall include the following information with submission requirements:

- Authorized negotiator's (POC) name
- POC telephone number
- POC email address

- CAGE code
- DUNS number (offeror and any team members)
- TIN (taxpayer ID number)

**Non-Cost/Price Factors:**

Provide one (1) original, three (3) copies, and one (1) electronic copy (CD) of the solicitation submittal requirements for Factors 1-4. Entire proposal shall not exceed 30 pages in length utilizing a minimum Font of 12pt for Factors 1-4. This includes all typed pages, catalogue cuts, and brochure or other pre-printed material that may be submitted. This does not include Past Performance Questionnaires (PPQ), CPARS evaluations, or partnership/joint venture agreements.

Non-Cost/Price Proposal shall be labeled "NON-COST/PRICE PROPOSAL FOR RFP N69450-15-R-1105, JOB ORDER CONTRACT, NAVAL STATION GUANTANAMO BAY, CUBA ATTN: Eric Binderim IPT-SC; DO NOT OPEN IN MAIL ROOM" Naval Facilities Southeast, PO Box 30A, Jacksonville, FL 32212.

**Price:**

Provide one (1) original, two (2) copies, and one (1) electronic copy (CD) of the solicitation submittal requirements for pricing. The proposed price is not required to be on the electronic copy of the price proposal.

Price Proposal shall be labeled "PRICE PROPOSAL RFP N69450-15-R-1105 JOB ORDER CONTRACT, NAVAL STATION GUANTANAMO BAY, CUBA ATTN: Eric Binderim, IPT-SC; DO NOT OPEN IN MAIL ROOM".

c. The offeror's proposal must include all data and information required and must be submitted in accordance with these instructions. The offeror shall be compliant with the requirements as stated herein.

d. Proposals shall be mailed or hand delivered to the address in Block #7 of the SF1442. For delivery services: Building 135 Ajax Street, Rear Entrance.

e. Hand Carried Proposals: Ultimately, it is the contractor's responsibility to ensure timely proposal submission to the specified location. Due to heightened security, it is recommended that you allow sufficient time to get into the building and turn in your proposal. If you are hand delivering your proposal the AMAG Form, Attachment (E), must be submitted to eric.binderim@navy.mil three days prior to closing of the solicitation. SECNAV Form, Attachment B, must be brought with the visitor the day of access request to the base. Access is not guaranteed and contingent on an approved background check.

Section M - Evaluation Factors for Award

EVALUATION FACTORS

**I. INTRODUCTION**

**A. *Intentionally left blank***

**B. DESCRIPTION OF ACQUISITION**

1. This acquisition will result in a single award, Firm-Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) Job Order Contract (JOC) that will provide the construction, supervision, equipment, material, labor, and all means necessary for facility maintenance, repair, and minor construction for Naval Station Guantanamo Bay, Cuba. The contract will be procured using negotiated procedures, as it has been determined in accordance with FAR 6.401 to be the most appropriate method of procuring the subject solicitation.

2. The best value continuum process to be used for this acquisition is the tradeoff process as describe in FAR 15.101-1.

3. The Contract Line Item Number (CLIN) structure will include, one (1) CLIN with eight (8) SLINs with the option to extend the term of the contract for up to four (4) 12-month periods by written notice to the Contractor. The basis of price evaluation will be based on the total price for the basic requirement Contract Line Item Number (CLIN). CLIN prices shall be considered available for award for 90 calendar days from the date proposals are due.

The seed project will be awarded on a DD1155.

4. The performance period for the basic contract will be for a base period of 12 months with four (4) 12-month option periods for a total maximum duration of 60 months.

5. The maximum dollar value, including the base year and all options is $30,000,000. Projects will vary in size from approximately $25,000 to $1,000,000.

6. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the RFP and their relative importance in the solicitation, as outlined in Section M.

7. This acquisition will be solicited inviting full and open competition.

**II. *Intentionally left blank***

## III. EVALUATION

## A. BASIS FOR AWARD

1. In accordance with the Federal Acquisition Regulation (FAR), the Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in

the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal.

B. ***Intentionally left blank***
C. ***Intentionally left blank***
D. ***Intentionally left blank***
E. ***Intentionally left blank***

**F. EVALUATION FACTORS FOR AWARD**

1. This solicitation requires the evaluation of price and the following non-price Evaluation Factors:

Factor 1 – Experience
Factor 2 – Past Performance
Factor 3 – Safety
Factor 4 – Technical Solution

*The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.*

2. The relative order of importance of the non-price evaluation factors is the technical factors, factors 1, 3, and 4 are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor, Factor 2. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-price evaluation factors) are approximately equal to price.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price

(1) Solicitation Submittal Requirements: Provide one (1) original, two (2) copies, and one (1) electronic copy (CD) of the solicitation submittal requirements below:

(i) Executed SF 1442. Offerors shall insert their company name, address, DUNS number and CAGE code in Block #14, telephone number in Block #15, acknowledge all

amendments in Block #19 (if applicable), name and title of person authorized to sign in Block #20A, signature in Block #20B, and offer date in Block #20C of the SF1442

(ii) Coefficients for SLINs 000101 through 000108 on SF1442.

(iii) Price for Seed Project: Refurbish AV600 Hangar Bay Floor, on DD1155 page 2 (*included in Section L*). Unit pricing information shall be derived from R. S. Means. The itemized RS Means bare costs shall be submitted with your price proposal. It shall include a separate line item with the appropriate proposed coefficient factor from the SF1442.

(iv) Bid Bond (SF-24) in the amount of 20% of your total bid price or $3,000,000, whichever is less

(v) Confirmation from bonding company of ability to bond mutiple projects and aggregate bonding of $30,000,000.

(vi) Copy of current registration and completed/updated Annual Representations and Certifications on the SAM website, www.sam.gov.

(vii) Verification of VETS 100 Reporting

(viii) Clearly identify names, address and email address of those authorized to make decisions on behalf of your company for this project and where correspondence for this project should be sent.

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

(i) Comparison of proposed prices received in response to the RFP.
(ii) Comparison of proposed prices with the IGE.
(iii) Comparison of proposed prices with available historical information.
(iv) Comparison of market survey results.

Prices shall be considered available for award for 90 days from the proposal due date.

(b) Non-price Factors:

**Factor 1 – Experience:**

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

(1) Construction Experience:

Submit a minimum of two (2) to a maximum of five (5) relevant construction projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as a construction or repair/renovation project of a contract value between $25K and $1M.

Projects submitted for the Offeror shall be completed within the past seven (7) years of the date of issuance of this RFP.

Submitted construction projects must have been performed under a single task order or a stand- alone contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a single task order.

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

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

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

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

(b) Basis of Evaluation:

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

Relevant projects that demonstrate experience for construction or repair of facilities within military installations may be considered more favorably.

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

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

**Factor 2 – Past Performance:**

(a) Solicitation Submittal Requirements:

If a completed Contractor Performance Appraisal Reporting System (CPARS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 1 for construction experience. If there is not a completed CPARS evaluation then submit Past Performance Questionnaires (Attachment H) for each project included in Factor 1 for Construction Experience. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the

PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Eric Binderim, Contracting Officer, eric.binderim@navy.mil.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

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

Performance award or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 – Experience and past performance on other projects currently documented in known sources. More emphasis will be placed on more relevant projects. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

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

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

**Factor 3 – Safety**

(a) Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR):

For the three (3) previous complete calendar years (2011, 2012, and 2013), submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

For the three (3) previous complete calendar years (2011, 2012, and 2013), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety:

Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety narrative shall be limited to two pages.

(b) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Enterprise Safety Applications Management System (ESAMS), and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR):

The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety:

The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

**Factor 4 – Technical Solution**

(a) Solicitation Submittal Requirements:

Provide a narrative describing the technical solution to the project that meets the requirements of the RFP and that demonstrates the Offeror's ability to successfully carry out construction projects NS Guantanamo Bay, Cuba. Narrative shall not exceed ten pages. Include the following:

- Technical Approach to Construction Sequencing and Scheduling
- Technical Approach to Conducting Construction Work in Guantanamo Bay, Cuba, including consideration for logistics, local policies and procedures, permitting, and any other aspects of OCONUS work that the Offeror feels are critical to a successful project.
- Technical Approach to the phase-in plan shall include the following
    - Identify a plan of action and timeline for planning, execution, personnel, corporate resources, communication, procuring material, scheduling of accomplishments, training, etc., for the specified work upon issuance of the contract.
    - A personnel plan, including a plan of action and timeline to ensure all personnel requirements (certifications, permits, medical and security requirements, training, Request for Area Clearance, etc.) are met.
    - Identify plan of action and schedule for initial construction and expansion of crew berthing facility.
    - Provide additional requirements as identified in the solicitation.

(b) Basis of Evaluation:

The Government will evaluate the narrative considering the extent to which the Offeror demonstrates a clear understanding of the requirements of the JOC and the ability to carry out construction projects in this project location. The Government will evaluate the Offeror's technical solution to determine adherence to the requirements of the RFP.