

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 27
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 10-Jul-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC SOUTHEAST IPT SOUTH ATLANTIC BLDG 135, PO BOX 30 NAS JACKSONVILLE JACKSONVILLE FL 32212-0030	CODE N69450	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N69450-16-R-1103	
		X	9B. DATED (SEE ITEM 11) 03-Jun-2016	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation No. N69450-16-R-1103 Triton Mission Control Facility P662 Design-Bid-Build at Naval Air Station Jacksonville FL The purpose of this amendment is to provide and incorporates the following: 1. Pre-Proposal Inquiry (PPI) Log dated 08 July 2016. 2. Changes to solicitation Division 00 – Procurement and Contracting Requirements. 3. Changes to the solicitation drawings and specifications. Amendment No. 0004 is continued on Page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 10-Jul-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT NO. 0004

Solicitation No. N69450-16-R-1103 Triton Mission Control Facility P662 Design-Bid-Build at Naval Air Station Jacksonville FL.

The purpose of this amendment is to provide and incorporates the following:

1. Pre-Proposal Inquiry (PPI) Log dated 08 July 2016. PPIs 2 through 55 are added and government responses are provided. The time for submission of PPIs has closed.
2. Changes to solicitation Division 00 – Procurement and Contracting Requirements. Revisions are in italics and annotated by a line at the right border of the page.
3. Changes to the solicitation drawings and specifications.

Amendment No. 0004 and the following documents have been uploaded to this solicitation (N6945016R1103) on NECO, accessible at <https://www.neco.navy.mil/> and are hereby incorporated into this solicitation

The following documents have been uploaded to the “Additional Documents” section of this solicitation (N6945016R1103) on NECO:

Documents:

1. Pre-Proposal Inquiry (PPI) Log dated 08 July 2016.
2. Division 00 Section 00100, Attachment (C) revised
3. Division 00 Section 00100, Attachments (E) and (F) revised
4. NAVFAC Drawing Revisions as follows:
 - NAVFAC Drawing No. 15105091 (G-011) Revision A
 - NAVFAC Drawing No. 15105125 (S-121) Revision A
 - NAVFAC Drawing No. 15105132 (S-323) Revision A
 - NAVFAC Drawing No. 15105142 (A-100) Revision A
 - NAVFAC Drawing No. 15105157 (A-502) Revision A
 - NAVFAC Drawing No. 15105163 (A-540) Revision A
 - NAVFAC Drawing No. 15105165 (A-561) Revision A
 - NAVFAC Drawing No. 15105166 (A-562) Revision A
 - NAVFAC Drawing No. 15105170 (A-581) Revision A
 - NAVFAC Drawing No. 15105231 (ES101) Revision A
 - NAVFAC Drawing No. 15105243 (EL601) Revision A
 - NAVFAC Drawing No. 15105270 (EY502) Revision A
 - NAVFAC Drawing No. 15105281 (TN111) Revision A
 - NAVFAC Drawing No. 15105293 (TN603) Revision A
5. Specification Revisions as follows:
 - Specification Section 05 12 00 STRUCTURAL STEEL Revised
 - Specification Section 26 32 13.00 20 SINGLE OPERATION GENERATOR SETS Revised
6. Antenna Specifications in response to PPI Number 40.
7. Solicitation No. N69450-16-R-1103 Division 00 conformed through Amendment No. 0004.

Acknowledgement of this amendment confirms receipt of all documents listed.

The hour and date specified for receipt of offers remains unchanged.

All other terms and conditions of the solicitation are unchanged and remain in effect.

Acknowledgement of Amendments No. 0001 through 0004 is required with your proposal.

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

INFORMATION TO OFFERORS

SCHEDULE OF SERVICES

CLIN 0001 (Base Bid)	Triton Mission Control Facility P662 Design-Bid-Build	\$ _____
CLIN 0002 (Option)	Security System Installation for Triton Mission Control Facility P662	\$ _____
CLIN 0003 (Planned Modification)	Procurement of Furniture, Fixtures and Equipment (FF&E) for Base Bid Triton Mission Control Facility P662 Design-Bid-Build	
	Handling and Administrative Rate (HAR) Not to Exceed 5% (enter percentage) _____ percent multiplied by \$263,340 (FF&E Budget) equals HAR Amount.	
	HAR Amount from above (enter dollar amount not percentage)	\$ _____
Total Price for the sum of CLINS 0001, 0002, and 0003		\$ _____

INFORMATION TO OFFERORS

ATTACHMENTS: (Posted to NECO)

- Attachment A – Pre-Proposal Log Template (EXCEL)
- Attachment B – NAS JAX Base Access AMAG Form (EXCEL)
- Attachment C – Construction Experience Project Data Sheet
- Attachment D – Small Business Past Performance
- Attachment E – Small Business Subcontracting Plan
- Attachment F – Small Business Offeror Small Business Participation Breakdown
- Attachment G – NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0)
- Attachment H – SECNAV 5512
- Attachment I – Map of NAS Jacksonville FL

PRE-PROPOSAL INQUIRIES (PPIs)

All inquiries (PPIs) must be submitted in writing and received by the Contract Specialist AT LEAST 15 CALENDAR DAYS PRIOR TO THE CLOSING DATE OF THE SOLICITATION in order to permit adequate time to reply to the inquiry. Submit all questions to Dianne L. Haymans at dianne.haymans@navy.mil and Camilla Baker at camilla.baker@navy.mil using the PPI Log Template, **Attachment A**, as an EXCEL document. Individual replies will not be made to contractors. As answers become available, responses to PPIs will be made by posting an updated PPI log in NECO under the Additional Documents section of the solicitation. Numerous updated PPI logs may be posted throughout the procurement process. It is recommended contractors check NECO periodically to see if additional postings have been made. It is the contractor's responsibility to check NECO for all postings.

NAVY ELECTRONIC COMMERCE ON-LINE (NECO)

Amendments will be posted directly to NECO. 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, attachments, 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.

PRE-PROPOSAL MEETING AND SITE VISIT

A pre-proposal meeting and site visit will be scheduled for this project via an amendment. Information concerning the site visit will be provided by the amendment and found in provision 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995) in Section 00100 Bidding Schedule/Instructions to Bidders.

PROPOSAL SUBMISSION INSTRUCTIONS

In response to this request for proposal, the complete proposal shall include both the Price Proposal and the Non-Price Proposal, submitted as follows:

A. Price Proposal and Non-Price Proposal

The Price Proposal and the Non-Price Proposal shall be submitted in accordance with the solicitation. The Price Proposal shall be placed in a sealed envelope if delivered in the same package as the Non-Price Proposal. The front of both the Price and Non-Price Proposals should clearly state:

Type of Proposal (Price or Non-Price)
Original or Copy
RFP Number and Title of Project

Offeror's Name

Offeror's shall include the following information with their price proposal:

- ... Authorized negotiator's (Point of Contact (POC)) name
- ... POC telephone number
- ... POC email address
- ... DUNS Number
- ... CAGE Code
- ... Federal Tax ID Number
- ... Business Size (Large Business or Small Business)
- ... It is recommended to also include an additional POC's contact information

The outside of the proposal package shall be labeled "RFP N69450-16-R-1103, TRITON MISSION CONTROL FACILITY P662 DBB AT NAVAL AIR STATION JACKSONVILLE, FLORIDA, ATTN: DIANNE L. HAYMANS, IPT-SA; DO NOT OPEN IN MAIL ROOM".

B. Delivery of Proposal

Address for hand-carried or delivery service such as UPS/FEDEX/USPS:
Naval Facilities Engineering Command Southeast (NAVFAC SE)
ATTN: Dianne L. Haymans, IPT-SA
Ajax Street, BLDG 135N, Rear Entrance
NAS Jacksonville, FL 32212

Hand carried proposals will require access to NAS Jacksonville. If the offeror needs access to NAS Jacksonville, the offeror must complete the NAS JAX Base Access AMAG Form, **Attachment B**, which, for the individual who will be "driving a vehicle" onto the base. Passengers do not have to submit a form. Forms must be submitted via email as an excel attachment (not PDF) no later than **four (4) business days prior to the closing date of the solicitation** to Sandra McClamb at sandra.mcclamb@navy.mil and copy to dianne.haymans@navy.mil.

You must have a valid picture ID, vehicle registration, and proof of insurance. Please arrive early as it may take some time to get the vehicle pass. All passengers in the vehicle must have picture ID. The Security and Pass Office is located at the Main Gate, Yorktown Gate, 1st building on the right. 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.

All visitors **MUST** know the name of the command they are visiting and **MUST** provide the last six numbers of their SSN to the security clerk at the Pass & ID window. Be advised that **ALL** visitors entering NAS Jacksonville are subject to a background investigation. All vehicles are subject to random searches. Visitors may be asked to fill out additional paperwork and Security may make a copy of their DL or ID. If the visitor refuses the investigation, they will be denied access to the base.

Ultimately, it is the contractor's responsibility to ensure timely proposal submission to the specified location. Due to heightened security/traffic, it is recommended that you allow plenty of extra time to get access to base, get into the building, and turn in your proposal. A map of NAS Jacksonville FL with the location of Building 135 marked is included as **Attachment I**.

On the day you are to attend the site visit you are required to bring the following with you to the Pass & ID Office to gain entry onto the station:

SECNAV 5512111787 APPROVED AC PASS ID FORM (Attachment H): Contractors, vendors, workers, and visitors must fill out and bring SECNAV 5512 APPROVED AC PASS ID FORM in order to gain access to the base (**Attachment H**). **DO NOT SIGN**. A completed form must be brought with you to the Pass and ID office where it will be signed in front of a government witness. The documentation required in this form is more

stringent. If the proper documents are not provided when filling out the background application, Security will not be able to issue a pass. The visitor must show one (1) document from List A OR one (1) Document from List B establishing identity AND one (1) from List C establishing employability. Please see page 3 of **Attachment H** for complete instructions.

C. Proposal Due Date

PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL MUST BE RECEIVED NO LATER THAN **JULY 14, 2016 AT 2:30PM EASTERN TIME**. Proposals not received by the time and date specified shall be treated in accordance with Far 52.215-1 "Instruction to Offerors - Competitive Acquisitions" and may be rejected.

SUBMISSION REQUIREMENTS AND EVALUATION FACTORS FOR AWARD

I. INTRODUCTION

A. Intentionally left blank

1. This acquisition will result in the award of a Firm-Fixed Price (FFP) contract for construction.

2. Triton Mission Control Facility P662 DBB, Naval Air Station, Jacksonville, Florida. This project will construct a low rise shielded steel frame, reinforced concrete masonry unit mission control facility with standing seam metal roof and concrete foundation, strip footing and deep wall masonry foundation slab on grade. The facility will be located adjacent to an existing Triton facility and include primary and redundant Mission Control System (MCS) modules, a server room, mission planning and brief/debrief rooms and a secure equipment vault. The new building will be connected to the existing building via a new enclosure around the existing exterior stair of that facility and a new corridor; access to the new building will be through the existing building only. The MCS components in the new facilities will be independently shielded and be constructed as a Sensitive Compartmented Information Facility (SCIF) including Electromagnetic Interference (EMI) shielded space. This project will provide Anti-Terrorism/Force Protection (AT/FP) features and comply with ATFP regulations, and physical security mitigation in accordance with DOD Minimum Anti-Terrorism Standards for Buildings. Construction will require adherence to environmental regulations and permit requirements.

3. Description of the contract award contract line item numbers (CLINS) are as follows:

CLIN 0001: Triton Mission Control Facility P662 Design-Bid-Build

CLIN 0002: Security System Installation for Triton Mission Control Facility P662

CLIN 0003: Furniture, Fixtures & Equipment (FF&E) and Handling and Administrative Rate (HAR) (Planned Modification)

4. The contract completion schedule for the entire project is a total of 410 calendar days from date of contract award.

Liquidated damages will be assessed as follows:

CLIN 0001: \$4,246 per calendar day of delay

CLIN 0002: \$200 per calendar day of delay

CLIN 0003: Included in CLIN 0001

5. Project Magnitude:

CLIN 0001: Between \$5,000,000 and \$10,000,000

CLIN 0002: Between \$100,000 and \$250,000

CLIN 0003: FF&E Budget \$263,340

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 factors and their relative importance in the solicitation.

7. This acquisition is solicited on an unrestricted basis with 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.

6. The Contractor's technical proposal, including revisions and amendments, made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text.

B. *Intentionally left blank*

C. *Intentionally left blank*

D. *Intentionally left blank*

E. *Intentionally left blank*

F. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

Factor 1 – Experience

Factor 2 – Technical Solution

Factor 3 – Safety

Factor 4 – Small Business Utilization

Factor 5 – Past Performance on Recent, Relevant Projects

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-cost/price evaluation factors is the technical factors (Factors 1, 2, 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 5). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

Price proposals shall be submitted separately from the technical proposals. Provide one (1) original, one (1) copy, and one (1) electronic copy (CD) of the solicitation submittal requirements identified below. Proposed pricing is not required to be inserted on the CD of the price proposal, all other price proposal information is required on the CD.

(1) Solicitation Submittal Requirements:

(i) Executed SF1442. Offeror shall insert its company name, address, DUNS Number, CAGE Code, and Federal Tax ID number 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) Schedule of Prices for Contract Line Items (CLINS) 0001, 0002, and 0003: Triton Mission Control Facility P662, NAS Jacksonville, FL. The price for Contract Line Item Number (CLIN) 0001 (Base Bid) shall be available for 90 days after the proposal due date. The CLIN 0002 price and the CLIN 0003 FF&E HAR percentage shall be available for award for 180 calendar days from task order award.

(iii) Bid bond (SF-24). Offeror shall submit a bid bond (SF24) in the amount of 20% of your total project bid price or \$3,000,000 whichever amount is less.

(iv) SAM registration. Offeror shall ensure current registration on the SAM website, www.sam.gov, including Annual Representations and Certifications are complete and updated for this procurement. If a Representation or Certification required by Section 00600 of the RFP is not provided in SAM, include the Representation or Certification in your price proposal.

(v) Federal Awardee Performance and Integrity Information System (FAPPIIS). Offeror shall ensure FAPPIIS Certification as required by FAR 52.209-7, Information Regarding Responsibility Matters (July 2013).

(vi) VETS-4212 Federal Contractor Reporting. Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor website <http://www.dol.gov/vets/vets4212.htm>, if the offeror is required to submit. An email confirmation of submission can be requested and received by the offeror from the DOL website and is to be submitted in the price proposal. If the offeror is not required to submit a report to VETS-4212, include a brief statement stating that the offeror is not required to submit a report. Visit the VETS-4212 website for details concerning if your company is required to submit a VETS-4212 report and to request an email confirmation of submission.

Note: The bid bond, SAM, and VETS-4212 registrations must be in the name/CAGE/DUNS of the offeror identified on the SF1442.

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirement and all option items. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). 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.

In accordance with FAR 52.219-4, a price evaluation preference will be given to offerors certified by the U.S. Small Business Administration as a HUBZone Small Business Concern.

(b) 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, 2, 3, and 5 identified below. In case of variation, original paper submittal takes precedence over electronic or paper copies. Entire proposal shall not exceed 50 pages in length (single-sided only) utilizing a minimum Arial Font of 11 for Factors 1, 2, 3, and 5. Title page, table of contents, dividers, and any pages specifically excluded under each factor do not count towards the total page count and should not be numbered. If page count exceeds 50 single-sided pages, only the first 50 pages will be reviewed. Documentation for JV Agreements, partnerships, subcontractors or teaming arrangements does not count towards the page count.

Provide one (1) original, one (1) copy, and one (1) electronic copy (CD) of the solicitation submittal requirements for Factor 4 Small Business Utilization identified below in a separate envelope. Offerors are encouraged to simply staple and three hole-punch Factor 4 proposal submissions instead of placing in a binder. In case of variation, original paper submittal takes precedence over electronic or paper copies. Factor 4 submission does not count towards the page count.

The Offeror's response to Factors that require the submission of Experience Narrative and Past Performance shall be based on the following relevancy definition:

RELEVANT PROJECT: Relevant projects include those that demonstrate construction experience on projects of similar size, scope, and complexity, performed as the prime construction contractor, with demonstrated construction experience of Secure Compartmented Intelligence Facilities (SCIF) which have been accredited/certified within the past seven (7) years. Projects must have been completed by the offeror within approximately the last seven (7) years from the date of issuance of this RFP and have a value of \$5M or greater.

In addition to the above, one (1) of the submitted projects MUST demonstrate SCIF Construction that includes Electromagnetic Interference (EMI) shielded space (faraday cage) utilizing sheet steel with Radio Frequency (RF) welded seams, accredited/certified within the past seven (7) years.

Relevant Projects that also demonstrate the following experience may be rated more favorably:

- working adjacent to functioning secure facilities maintaining registered personnel and security requirements
- DOD Minimum Anti-Terrorism standards

The Construction Experience Data Sheets (Attachment C) that are requested in Factor 1 Experience must be relevant construction projects. The Past Performance information requested in Factor 5 Past Performance on Recent, Relevant Projects must be for the same construction projects that the Offeror submits for Experience in Factor 1.

(1) Factor 1, Experience:

(i) Solicitation Submittal Requirements:

Submit Construction Experience Data Sheets for a minimum of (2) two to a maximum of (5) five construction projects that the offeror completed and served as the prime construction contractor that best demonstrates experience on relevant projects that are similar in size, scope, and complexity to the RFP.

Relevant projects include those that demonstrate construction experience on projects of similar size, scope, and complexity, performed as the prime construction contractor, with demonstrated construction experience of Secure Compartmented Intelligence Facilities (SCIF) which have been accredited/certified within the past seven (7) years.

Projects must have been completed by the offeror within approximately the last seven (7) years from the date of issuance of this RFP and have a value of \$5M or greater.

In addition to the above, one (1) of the submitted projects **MUST** demonstrate SCIF Construction that includes Electromagnetic Interference (EMI) shielded space (faraday cage) utilizing sheet steel with Radio Frequency (RF) welded seams, accredited/certified within the past seven (7) years.

Relevant Projects that also demonstrate the following experience may be rated more favorably:

- working adjacent to functioning secure facilities maintaining registered personnel and security requirements
- DOD Minimum Anti-Terrorism standards

**Note: Maximum of five (5) projects may be submitted.*

Provide a narrative describing the proposed primary construction firm and the primary subcontractors, including SCIF specialties, for this contract and the rationale for proposing this arrangement. Provide the role, responsibilities, and contractual relationships between the various firms. The narrative shall also include a simple organizational chart that clearly identifies the lines of authority between the entities. The technical narrative shall not exceed one (1) double-sided page or two (2) single-sided pages.

Submitted construction projects must have been performed under a single task order or 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. Offerors shall submit the work performed under a single task order or stand-alone contract as a project.

The attached Construction Experience Project Data Sheet (Attachment C) is **MANDATORY** and **SHALL** be used to submit project information. 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).

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 shall be submitted for each Joint Venture partner. Offerors who fail to submit experience for all Joint Venture partners may be rated lower. Offerors are still limited to a total of five (5) projects combined.

(ii) Basis of Evaluation:

RELEVANT PROJECT: Relevant projects include those that demonstrate construction experience on projects of similar size, scope, and complexity, performed as the prime construction contractor, with demonstrated construction experience of Secure Compartmented Intelligence Facilities (SCIF) which have been accredited/certified within the past seven (7) years. Projects must have been completed by the offeror within approximately the last seven (7) years from the date of issuance of this RFP and have a value of \$5M or greater.

In addition to the above, one (1) of the submitted projects **MUST** demonstrate SCIF Construction that includes Electromagnetic Interference (EMI) shielded space (faraday cage) utilizing sheet steel with Radio Frequency (RF) welded seams, accredited/certified within the past seven (7) years.

Relevant Projects that also demonstrate the following experience may be rated more favorably:

- working adjacent to functioning secure facilities maintaining registered personnel and security requirements
- DOD Minimum Anti-Terrorism standards

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 (5) projects.

Relevant projects where the Offeror and the proposed primary subcontractor(s) (SCIF) have previously worked together may be considered more favorably.

(2) Factor 2, Technical Solution:

(i) Solicitation Submittal Requirements:

1. Technical Narrative

Provide a narrative describing the technical approach to the project that meets the requirements of the RFP. Narrative shall focus on the following:

- Approach to safely and successfully completing the project within the requirements in Specification 01 14 00.00 25 WORK RESTRICTIONS.
- Identify the major challenges to performing the work in accordance with the required work restrictions and specialized SCIF construction in the RFP. Describe the preventative measures and/or specific steps the offeror will take to mitigate the impacts of these challenges.

Narrative shall not exceed one (1) double-sided page or two (2) single-sided pages.

2. Schedule

Provide a Critical Path Method (CPM) time scaled logic diagram and schedule reports showing critical path activities using software applications such as SURTRACK or Primavera Project Planner. This schedule shall include key milestones and activities, including submittals, procurement, major construction items, Quality Control and Testing, work requirements as specified in Specification Section 01 14 00.00 25 WORK RESTRICTIONS. The awardees proposed schedule will become the basis for the contractor's initial schedule submission as outlined in Specification Section 01 32 17.00 25 NETWORK ANALYSIS SCHEDULES.

(ii) Basis of Evaluation:

The Government will evaluate the narrative and schedule considering the extent to which the Offeror demonstrates a clear understanding of the requirements of the project. The Government will evaluate the effectiveness of the technical approach to determine the likelihood that the work will be performed in accordance with the requirements of the RFP.

(3) Factor 3, Safety:

(i) Solicitation 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 previous complete calendar years 2012, 2013, and 2014, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three 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 previous complete calendar years 2012, 2013, and 2014, 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.

(ii) 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 Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The 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.

(4) Factor 4, Small Business Utilization:

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

HUBZone SB Certifications: Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB

firms are listed on the U.S. Small Business Administration's Dynamic Small Business Search (DSBS) website at http://web.sba.gov/pro-net/search/dsp_dsbs.cfm. It is the responsibility of the prime contractor to periodically check the DSBS as certifications are subject to change.

PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS

(i) Solicitation Submittal Requirements: Proposals that do not include responses addressing ALL elements of the requirements stated below (a. through d.) must include an explanation why that element is not addressed.

- a. Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror's projects referenced under Factor 5, Past Performance on Recent, Relevant Projects. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than five evaluation ratings are provided, only the first five will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor Appraisal Support Systems (CCASS)), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS)).
- b. Provide small business subcontracting history. Large businesses with Federal prime contracting experience shall provide final or current Subcontracting Report for Individual Contracts (SF294) or Individual Subcontracting Reports (ISR's) on prime (only) contracts submitted under Factor 5, Past Performance on Recent, Relevant Projects. If Factor 5 submitted contracts are not prime contracts, submit SF294s or ISRs for contracts of similar scope performed as the prime contractor. If goals were not met on any submitted contracts, an explanation for each unmet goal is required. Large Businesses with no documented SF294/ISR history shall submit a subcontracting history on Attachment (D), Small Business Past Performance. If more than five (5) reports are provided, only the first 5 reports will be considered.
- c. Small Business proposers shall provide a subcontracting history on Attachment (D), Small Business Past Performance.
- d. If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

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

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation in paragraph (ii):

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

(ii) Basis of Evaluation:

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

SMALL BUSINESS PARTICIPATION

(i) Solicitation Submittal Requirements:

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

If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Attachment (E), Small Business Subcontracting Plan for this factor, to include all information required in the attachment. If you are a Small Business, submit a subcontracting participation breakdown in the format provided in Attachment (F), Small Business Offeror Small Business Participation Breakdown for this factor. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed.

(ii) Basis of Evaluation:

The following will be evaluated on all proposals:

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

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

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

	FY2017
SB	67.07%
SDB	17.62%
WOSB	15.61%
HUBZone	9.12%
VOSB	3.09%
SDVOSB	3.09%

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

A copy of the blank forms to be used for offeror submission of Small Business Utilization are included as follows:

Attachment D – Small Business Past Performance
Attachment E – Small Business Subcontracting Plan
Attachment F – Small Business Offeror Small Business Participation Breakdown

(5) Factor 5, Past Performance on Recent, Relevant Projects:

(i) Solicitation Submittal Requirements:

RELEVANT PROJECT: Relevant projects include those that demonstrate construction experience on projects of similar size, scope, and complexity, performed as the prime construction contractor, with demonstrated construction experience of Secure Compartmented Intelligence Facilities (SCIF) which have been accredited/certified within the past seven (7) years. Projects must have been completed by the offeror within approximately the last seven (7) years from the date of issuance of this RFP and have a value of \$5M or greater.

In addition to the above, one (1) of the submitted projects MUST demonstrate SCIF Construction that includes Electromagnetic Interference (EMI) shielded space (faraday cage) utilizing sheet steel with Radio Frequency (RF) welded seams, accredited/certified within the past seven (7) years.

Relevant Projects that also demonstrate the following experience may be rated more favorably:

- working adjacent to functioning secure facilities maintaining registered personnel and security requirements
- DOD Minimum Anti-Terrorism standards

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0) (PPQ) (**Attachment G**) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (**Attachment G**), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, **Dianne L. Haymans**, via email at dianne.haymans@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last seven (7) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. 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 team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System

(FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment (G).

(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds

SECTION 00700 - CONTRACT CLAUSES

The following have been modified:

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

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 410 calendar days.* The time stated for completion shall include final cleanup of the premises.

NOTE: CONTRACT AWARD IS NOTICE TO PROCEED.

(End of clause)

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 as follows until the work is completed or accepted:

CLIN 0001: \$4,246 per calendar day of delay
CLIN 0002: \$200 per calendar day of delay
CLIN 0003: Included in CLIN 0001

(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)

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
- (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
- (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or

credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

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 1 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NOV 2009)

REFER TO CLAUSE 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Additional Vendor information is also available at http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information. Here you will find information on "Getting Started" as well as "Quick Reference Guides".

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

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

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	<p>Fill In (pick one of the following, deleting this statement and any information outside the quotation)</p> <p>'Invoice and Receiving Report (Combo)' for a supply contract.</p> <p>'Invoice as 2-in-1 (Services Only)' for services contracts that are paid using an other than DFAS STARS One Pay entitlement system.</p> <p>'Construction Payment Invoice' for construction contracts that are paid using an other than DFAS STARS One Pay entitlement System.</p> <p>'Navy Construction / Facilities Management Invoice' for construction or services contracts that are paid using a DFAS STARS One Pay entitlement system.</p> <p>'Cost Vouchers' for cost reimbursement contracts.</p>
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify "Not Applicable"
Accountable Official Email Address	Fill In, if applicable or specify "Not Applicable"
Operations Assistant (OA) Email Address	Fill In, if applicable or specify "Not Applicable"
Activity Fund Administrator email Address	Fill In, if applicable or specify "Not Applicable"

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

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

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

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS helpdesk at 877-251-WAWF (9293) or email address of CCL-EC-Navy-WAWF-helpdesk@dfas.mil, or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

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.

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

PLACEHOLDER P662 ANTENNA SPEC

PLACEHOLDER FOR P662 ANTENNA SPECIFICATIONS

UNCLASSIFIED//FOR OFFICIAL USE ONLY

Triton Mission Control Facility (P662)
Naval Air Station, Jacksonville, FL

Work Order Number 1291635

Solicitation N69450-16-R-1103 additional document in response to Pre-Proposal Inquiry (PPI)
Log PPI Number 40: P662 Antenna Specifications

(End of Summary of Changes)