

|   |                                 |   |  |                               |                          |
|---|---------------------------------|---|--|-------------------------------|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i>   |                                 | 1. SOLICITATION NO.<br>N6945017R1308  | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>18-Jul-2017 | PAGE OF PAGES<br>1 OF 51 |
| <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>   |                                 |   |  |                               |                          |
| 4. CONTRACT NO.   |                                 | 5. REQUISITION/PURCHASE REQUEST NO.   |  | 6. PROJECT NO.                |                          |
| 7. ISSUED BY<br>NAVFAC SOUTHEAST<br>IPT SOUTH CENTRAL<br>BLDG 135, PO BOX 30<br>NAS JACKSONVILLE<br>JACKSONVILLE FL 32212-0030<br><br>TEL: FAX:   |                                 | CODE N69450<br><br>8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE<br><br><b>See Item 7</b><br><br>TEL: FAX: |  |                               |                          |
| 9. FOR INFORMATION CALL:  | A. NAME<br>CYNTHIA A. MCMONIGLE |   | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>904-542-1249   |                               |                          |
| <b>SOLICITATION</b>   |                                 |   |  |                               |                          |
| <b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>   |                                 |   |  |                               |                          |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i><br><br>SOLICITATION FOR CONTINGENCY MASS MIGRATION OPERATIONS COMPLEX, NS GUANTANAMO BAY, CUBA<br><br>This acquisition is solicited as Full and Open competition (unrestricted), Design-Bid-Build, NAICS 236220.  |                                 |   |  |                               |                          |
| 11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>660</u> calendar days after receiving<br><input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211.10 .)</i>   |                                 |   |  |                               |                          |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  |                                 |   |  | 12B. CALENDAR DAYS<br><br>10  |                          |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS:<br>A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i><br>local time <u>28 Sep 2017</u> <i>(date)</i> . 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.<br>B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.<br>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.<br>D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. |                                 |   |  |                               |                          |

| <b>SOLICITATION, OFFER, AND AWARD (Continued)</b><br><i>(Construction, Alteration, or Repair)</i>  |  |                                       |           |             |   |  |  |                 |  |  |      |  |
|--|--|---------------------------------------|-----------|-------------|---|--|--|-----------------|--|--|------|--|
| <b>OFFER (Must be fully completed by offeror)</b>  |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>  |  |                                       |           |             | 15. TELEPHONE NO. <i>(Include area code)</i>  |  |  |                 |  |  |      |  |
| CODE                      FACILITY CODE  |  |                                       |           |             | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i><br><br><b>See Item 14</b>  |  |  |                 |  |  |      |  |
|  |  |                                       |           |             | 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. <i>(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.)</i> |  |  |                 |  |  |      |  |
| AMOUNTS  |  | SEE SCHEDULE OF PRICES                |           |             |   |  |  |                 |  |  |      |  |
| 18. The offeror agrees to furnish any required performance and payment bonds.  |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| <b>19. ACKNOWLEDGMENT OF AMENDMENTS</b><br><i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>   |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| AMENDMENT NO.  |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| DATE   |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>  |  |                                       |           |             | 20B. SIGNATURE  |  |  | 20C. OFFER DATE |  |  |      |  |
| <b>AWARD (To be completed by Government)</b>   |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| 21. ITEMS ACCEPTED:  |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| 22. AMOUNT   |  | 23. ACCOUNTING AND APPROPRIATION DATA |           |             |   |  |  |                 |  |  |      |  |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br><i>(4 copies unless otherwise specified)</i>  |  |                                       |           | <b>ITEM</b> | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)  |  |  |                 |  |  |      |  |
| 26. ADMINISTERED BY  |  |                                       | CODE      |             | 27. PAYMENT WILL BE MADE BY:  |  |  |                 |  |  | CODE |  |
|  |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>   |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> 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. |  |                                       |           |             | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i><br>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 <i>(Type or print)</i>  |  |                                       |           |             | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>   |  |  |                 |  |  |      |  |
| 30B. SIGNATURE   |  |                                       | 30C. DATE |             | TEL:  |  |  | EMAIL:          |  |  |      |  |
| 31B. UNITED STATES OF AMERICA<br>BY  |  |                                       |           |             | 31C. AWARD DATE   |  |  |                 |  |  |      |  |

## Section 00010 - Solicitation Contract Form

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001    | BASE PRICE<br>FFP<br>BASE PRICE: PRICE INCLUDES ALL SITE WORK ASSOCIATED WITH DEMOLITION, FENCING, GRAVEL WALKWAYS, PERIMETER GRAVEL DRIVES, DUMPSTER PADS, CONCRETE ROADWAY FLUMES, GRADING, DRAINAGE, WATER UTILITIES, WASTEWATER UTILITIES (INCLUDING WASTEWATER TREATMENT PLANT EXPANSION) AND ELECTRICAL DISTRIBUTION.<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0002<br>OPTION | OPTION ITEM NO 1<br>FFP<br>OPTION ITEM NO 1: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0003    | OPTION            |          |      |            |        |

OPTION ITEM NO 2

FFP

OPTION ITEM NO 2: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0004    | OPTION            |          |      |            |        |

OPTION ITEM NO 3

FFP

OPTION ITEM NO 3: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0005    | OPTION            |          |      |            |        |

OPTION ITEM NO 4

FFP

OPTION ITEM NO 4: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0006    | OPTION            |          |      |            |        |

OPTION ITEM NO 5

FFP

OPTION ITEM NO 5: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

0007

OPTION

OPTION ITEM NO 6

FFP

OPTION ITEM NO 6: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

0008

OPTION

OPTION ITEM NO 7

FFP

OPTION ITEM NO 7: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

0009

OPTION

OPTION ITEM NO 8

FFP

OPTION ITEM NO 8: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
|---------|-------------------|----------|------|------------|--------|

0010

OPTION

OPTION ITEM NO 9

FFP

OPTION ITEM NO 9: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0011<br>OPTION | OPTION ITEM NO 10<br>FFP<br>OPTION ITEM NO 10: PRICE FOR ADDING WORK ASSOCIATED WITH<br>CONSTRUCTING AN ADDITIONAL GROUP OF 38 MIGRANT TENT PADS<br>OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL<br>C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0012<br>OPTION | OPTION ITEM NO 11<br>FFP<br>OPTION ITEM NO 11: PRICE FOR ADDING WORK ASSOCIATED WITH<br>CONSTRUCTING THE HEADQUARTERS (HQS) TENT PADS OUT OF<br>CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.<br>FOB: Destination |          |      |            |        |

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NET AMT



| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0013<br>OPTION | OPTION ITEM NO 12<br>FFP<br>OPTION ITEM NO 12: PRICE FOR ADDING WORK ASSOCIATED WITH<br>CONSTRUCTING THE DINING FACILITY (DFAC) TENT PADS OUT OF<br>CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0014<br>OPTION | OPTION ITEM NO 13<br>FFP<br>OPTION ITEM #13: PRICE FOR ADDING WORK ASSOCIATED WITH<br>CONSTRUCTING THE INTERIOR SERVICE ROADS AS SHOWN ON THE<br>SITE PLANS (SHEETS C200-C216) OUT OF GRAVEL IN ACCORDANCE<br>WITH DETAIL A/C620.<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0015<br>OPTION | OPTION ITEM NO 14<br>FFP<br>OPTION ITEM #14: PRICE FOR ADDING WORK ASSOCIATED WITH THE<br>CONSTRUCTION OF THE COMMUNICATIONS AND MASS<br>NOTIFICATION SYSTEM AS SHOWN ON SHEETS ET100-ET600.<br>FOB: Destination |          |      |            |        |

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0010 | Destination | Government | Destination | Government |
| 0011 | Destination | Government | Destination | Government |
| 0012 | Destination | Government | Destination | Government |
| 0013 | Destination | Government | Destination | Government |
| 0014 | Destination | Government | Destination | Government |
| 0015 | Destination | Government | Destination | Government |

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC /<br>CAGE |
|------|---------------|----------|-----------------|------------------|
| 0001 | N/A           | N/A      | N/A             | N/A              |
| 0002 | N/A           | N/A      | N/A             | N/A              |
| 0003 | N/A           | N/A      | N/A             | N/A              |
| 0004 | N/A           | N/A      | N/A             | N/A              |
| 0005 | N/A           | N/A      | N/A             | N/A              |
| 0006 | N/A           | N/A      | N/A             | N/A              |
| 0007 | N/A           | N/A      | N/A             | N/A              |
| 0008 | N/A           | N/A      | N/A             | N/A              |
| 0009 | N/A           | N/A      | N/A             | N/A              |
| 0010 | N/A           | N/A      | N/A             | N/A              |

|      |     |     |     |     |
|------|-----|-----|-----|-----|
| 0011 | N/A | N/A | N/A | N/A |
| 0012 | N/A | N/A | N/A | N/A |
| 0013 | N/A | N/A | N/A | N/A |
| 0014 | N/A | N/A | N/A | N/A |
| 0015 | N/A | N/A | N/A | N/A |

#### CONTRACT ADMIN POC

All post award submittals, correspondence, contact, etc. shall be directed to the office identified in Block 26 of the SF 1441. Specific point of contact is:

(To be specified at time of Award)

#### ATTACHMENTS

Attachment A\_TravelEntry  
Attachment B\_AMC  
Attachment C\_LOI  
Attachment D\_SECNAV\_5512  
Attachment E\_Entry\_Clearance  
Attachment F\_AMAG  
Attachment G PPI Log  
Attachment H Construction Experience Project Data Sheet  
Attachment I PPQ  
Attachment J 1547357 - Mass Migration Spec.VOL 1  
Attachment K 1547357 - Mass Migration Spec.VOL 2  
Attachment L 1547357 -MIGOPS MILCON Drawings\_Part1  
Attachment M 1547357 - MIGOPS MILCON Drawings\_Part2  
Attachment N 1547357 - MIGOPS MILCON Drawings\_Part3  
Attachment O 1547357 - MIGOPS MILCON Drawings\_Part4  
Attachment P 1547357 - MIGOPS MILCON Drawings\_Part5  
Attachment Q 1547357 - MIGOPS MILCON Drawings\_Part6  
Attachment R 1547357 -MIGOPS MILCON Drawings\_Part7  
Attachment S 1547357 - MIGOPS MILCON Drawings\_Part8  
Attachment T 1547357 - MIGOPS MILCON Drawings\_Part9  
Attachment U 1547357 - MIGOPS MILCON Drawings\_Part10

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) An organized site visit has been scheduled for-- 30 AUG 2017

(c) Participants will meet at-- Leeward NGIS (Lobby) 757-458-6272, Naval Station Guantanamo Bay, Cuba at 8:30am Local Time. Site Visit POC – Pamela Tyler, [pamela.tyler@gtmo.navy.mil](mailto:pamela.tyler@gtmo.navy.mil) or (757)458-5684.

IN ACCORDANCE WITH ATTACHMENT A – TRAVEL AND ENTRY INSTRUCTIONS, THE FOLLOWING SITE VISIT FORMS SHALL BE SUBMITTED TO PAM TYLER:

**ATTACHMENT B - AMC FLIGHT RESERVATION REQUEST FORM**

**ATTACHMENT C - LETTER OF INTRODUCTION (LOI) REQUEST FORM**

**ATTACHMENT D - SECNAV 5512 BASE ACCESS PASS REGISTRATION**

**ATTACHMENT E - GUANTANAMO BAY ENTRY CLEARANCE COVER SHEET**

(End of provision)

INSTRUCTIONS TO OFFERORS

**This procurement is being processed in accordance with Federal Acquisition Regulation (FAR) Subpart 6.1 Full and Open Competition.**

**PRE-PROPOSAL INQUIRIES (PPI)**

All inquiries must be submitted in writing and received by the Contract Specialist by 7 Sept 2017 in order to permit adequate time to reply to the inquiry. Submit all questions to [cynthia.mcmonigle@navy.mil](mailto:cynthia.mcmonigle@navy.mil)

Individual replies will not be made to offerors. As answers become available, replies to PPIs will be made by posting a PPI log to NECO under the Additional Documents section of the RFP. Numerous updated PPI logs may be posted throughout the procurement process. It is recommended offerors periodically check the NECO Additional Documents section of the RFP to see if additional postings have been made. It is the offeror's responsibility to check FedBizOpps/NECO for all postings.

Use of the PPI Log template (Attachment A) is encouraged. The PPI Log template can be found on the NECO website under the Additional Documents section.

**NAVY ELECTRONIC COMMERCE ON-LINE (NECO)**

Amendments will be posted directly to NECO/FedBizOpps. The posting of amendments generates an automated message to the offeror's point of contact listed in FedBizOpps, alerting them to the posting.

The drawings and specifications are available on NECO under the Additional Documents section of this RFP. Additionally, other postings will be made to NECO, such as the pre-proposal inquiries (PPI) log, revised drawings, etc., under the Additional Documents section of the RFP. Postings to the Additional Documents section of NECO

DO NOT generate an automated email to offerors. It is recommended offerors periodically check the NECO Additional Documents section of the RFP to see if additional postings have been made. It is the offeror's responsibility to check NECO for all postings.

## PROPOSAL SUBMISSION INSTRUCTIONS

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

a. Price Proposal and Non-Cost/Price Proposal - The Price Proposal and the Non-Cost/Price Proposal 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.

Submit one original, one copy, and one electronic copy (CD format) of the Price Proposal. Pricing does not need to be included in the electronic copy of the price proposal. Price Proposal shall be labeled "PRICE PROPOSAL FOR RFP N69450-17-R-1308, CONTINGENCY MASS MIGRATION COMPLEX, NS GUANTANAMO BAY, CUBA, ATTN: CYNTHIA MCMONIGLE, IPT-S&C; DO NOT OPEN IN MAIL ROOM".

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

Authorized negotiator's (POC) name  
POC telephone number  
POC email address  
CAGE code  
DUNS number (offeror and any team members)  
TIN (taxpayer ID number)

Submit one original, four copies, and one electronic copy (CD format) of the Non-Cost/Price Proposal. Non-Cost/Price Proposal shall be labeled "NON-COST/PRICE PROPOSAL FOR RFP N69450-17-R-1308, CONTINGENCY MASS MIGRATION COMPLEX, NS GUANTANAMO BAY, CUBA, ATTN: CYNTHIA MCMONIGLE, IPT-S&C; DO NOT OPEN IN MAIL ROOM"

Entire Non-Cost/Price Proposal shall be formatted on 8.5 x 11 inch paper with one inch margins using 12 point, Times New Roman font, and shall not exceed the page limits specified under individual evaluation factors. This includes all typed pages, catalogue cuts, and brochure or other pre-printed material that may be submitted. This does not include any required drawings. Any pages beyond these maximum limits will not be evaluated.

b. 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, for non-conformance may result in an unfavorable proposal evaluation.

c. Proposals shall be submitted to the address in Block #7 of the SF1442. **For delivery services: Building 135 Ajax, Rear Entrance.**

d. Hand Carried Proposals: If you are hand delivering your proposal and do not already have a vehicle pass to access the base, you MUST submit an AMAG form for the individual who will be "driving a vehicle" onto the base, and any passengers. Forms must be submitted via email as an attachment no later than three working days prior to the closing date/time and forwarded to:

Cynthia McMonigle at [cynthia.mcmonigle@navy.mil](mailto:cynthia.mcmonigle@navy.mil).

An AMAG form has been uploaded to NECO under the Additional Documents section.

Submission of an AMAG form is no guarantee that you will be able to get on the base. If for any reason you get to the gate and are not allowed onto the base (even if you have submitted an AMAG form), you will need to find another way to get your proposal delivered. Government personnel will not come to the gate to sponsor you on base to deliver your proposal or pick up the proposal from you. Ultimately, it is the offeror's responsibility to ensure timely proposal submission to the specified location. Due to heightened security, it is recommended that you allow additional, sufficient time to get into the building and turn in your proposal. Use of a delivery service such as the US Postal Service, FedEx, UPS, etc. is highly encouraged.

The submitted AMAG form is only good for the proposal due date. If the due date is extended, a new AMAG form must be submitted to reflect the new proposal submission date. If any other information listed on a submitted AMAG form changes (name, driver license information, address etc.), a new AMAG form with the updated information must be submitted.

**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 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 your right.

Be advised that ALL visitors entering NAS Jacksonville are subject to a background investigation (BI). Visitors must complete the Base Access Pass Registration form and give to the Security Personnel at the Pass and ID office. Visitors must also bring acceptable identification documents as specified on the Base Access Pass Registration form, as well as vehicle registration and proof of insurance. Visitors may be asked to fill out additional paperwork. If the visitor refuses the investigation, they will be denied access to the base. 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.

A Base Access Pass Registration form has been uploaded to NECO under the Additional Documents section.

e. PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED IN BLOCK 13A OF THE SF1442. Proposals not received by the date and time specified shall be treated in accordance with Far 52.215-1 "Instruction to Offerors - Competitive Acquisitions" and may be rejected.

(End of provision)

## SECTION 00202

### **I. INTRODUCTION**

#### **A. (intentionally left blank)**

#### **B. DESCRIPTION OF ACQUISITION**

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

2. The construction project is the construction of a Contingency Mass Migration Complex (Leeward South) for 13,000 migrants and 5,000 support forces. Provide site shaping for tents, concrete pads for camp headquarters, galleys and dumpsters, perimeter and service roads, and Mass Notification System. Supporting facilities include utility systems (electrical, water, and sanitary sewer), exterior lighting, information systems to include fiber optic

cable service, expansion of the waste, vehicle parking area, storm drainage, and removal of two family housing trailer units. Measures in accordance with the Department of Defense (DoD) Minimum Antiterrorism for Buildings standards will be provided. Facilities will be designed to a minimum life of 50 years in accordance with DoD's Unified Facilities Code (UFC 1-200-02) including energy efficiencies, building envelope and integrated building systems performance. Sustainability/Energy measures will be provided.

3. The completion dates are as follows:

CLIN 0001 will have a maximum duration of 660 days after date of contract award.

4. The Government's cost estimate for this work is between \$25,000,000 and \$100,000,000 for CLIN 0001 and Option items 0002-0015.

5. The Government intends to award a contract resulting from this solicitation to the responsible offeror with the lowest price technically acceptable proposal based on the evaluation factors in the solicitation, as outlined in Section III.

6. This acquisition will be solicited on an unrestricted basis with full and open competition.

## **II. (intentionally left blank)**

## **III. EVALUATION**

### **A. BASIS FOR AWARD**

1. 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 lowest priced, technically acceptable offer.

2. The number of proposals evaluated for technical acceptability may be limited to the three lowest priced offers at the discretion of the Contracting Officer. If the number of proposals to be evaluated is limited, technical proposals shall be provided to the evaluator(s) without any identification of prices or any rank order of prices. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable proposal.

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 LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

### **B. (intentionally left blank)**

### **C. (intentionally left blank)**

## **D. EVALUATION FACTORS FOR AWARD**

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

- Factor 1 – Experience
- Factor 2 – Technical Approach
- Factor 3 – Safety
- Factor 4 – Past Performance

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

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

(a) Price:

(1) Solicitation Submittal Requirements:

(i) Cover letter containing the following information:

- Authorized negotiator's (POC) name with middle initial
- POC telephone number
- POC email address
- CAGE code
- DUNS number
- TIN (taxpayer ID number)

(ii) Executed SF1442. Offeror shall insert its company name and address in Block #14, telephone number in Block #15, acknowledge all amendments in Block #19 (if applicable), full name and title of person authorized to sign in Block #20A, signature in Block #20B, and offer date in Block #20C of the SF1442. In addition, offeror shall provide its DUNS Number, CAGE code, and Federal Tax ID number with its proposal. If proposing as a joint venture, offeror shall provide the DUNS number for all members of the joint venture.

(iii) The Offeror shall submit their prices using Section 00010 CLIN Pricing.

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

(v) SAM registration. Offeror shall ensure current registration on the System for Award Management (SAM) Website, [www.sam.gov](http://www.sam.gov), including Annual Representations and Certifications completed and updated for this procurement. SAM registration must be in the name/CAGE/DUNS of the offeror identified on the SF1442. 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.

(vi) FAPIIS certification. Offeror shall ensure Federal Awardee Performance and Integrity System (FAPIIS) certification as required by FAR 52.209-7 Information Regarding Responsibility Matters.

(vii) VETS-4212 registration. Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor (DOL) if the offeror is required to submit one. An email confirmation of successful submission can be requested and received by the offeror from the DOL website and 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 <https://vets4212.dol.gov/vets4212> 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, FAPIIS, and VETS-4212 registrations must be in the name, CAGE, and 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 requirements. 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 IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

(b) Technical Factors:

(1) **Factor 1 – Experience**

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

Submit a minimum of two (2) and a maximum of four (4) 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:

**DEFINITION OF A RELEVANT PROJECT:**

A relevant project is defined as a construction project consisting of large scale site improvements and utility infrastructure construction valued at \$10,000,000 or more. Relevant projects submitted for the Offeror shall have been completed within the past seven (7) years of the date of issuance of this RFP.

The attached Construction Experience Project Data Sheet (Attachment A -DBB) 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).

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity or the Joint Venture partners. Offerors are still limited to a total of four (4) 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 in order for the past performance information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member that will be located at the worksites and company offices in the city/area of the project. The proposal shall also describe specific roles of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it

will either self-perform or manage on behalf of the Offeror in performance of the contract. Any projects submitted in excess of the four (4) will not be considered.

(ii) Basis of Evaluation:

The requirement for acceptability will be based upon the projects submitted by the Offeror in its proposal, the Offeror must have at least two (2) projects that meet the definition of a relevant project, and meet the other requirements as stated in the definition of a relevant project.

(2) **Factor 2 – Technical Approach**

(i) Solicitation Submittal Requirements:

OCONUS Work Plan: Provide a narrative demonstrating the Offeror's ability to successfully carry out construction projects in OCONUS locations. The narrative shall include:

- The Offeror's plan for shipping materials and equipment to and from Naval Station Guantanamo Bay, Cuba.
- The Offeror's plan for berthing and medical arrangements.
- The Offeror's plan for Labor acquisition and sustainment.
- Provide any other aspects of OCONUS work that the Offeror feels is critical to a successful project.

Narrative shall not exceed three (3) double-sided pages (or six (6) single-sided pages). Up to three (3) conceptual drawings may be provided to supplement the narrative. Conceptual drawings will not count towards the page limitation.

(ii) Basis of Evaluation:

The Government will evaluate the Offeror's OCONUS work plan, considering the extent to which the Offeror demonstrates a clear understanding of the requirements of the project. The Government will evaluate the offerors logistical ability to mobilize and ship materials and equipment through a well thought out Work Plan. The Government will evaluate the effectiveness of the Offeror's technical approach that will give the Government a high level of confidence that the work will be performed in accordance with the technical requirements of the RFP. If the offeror is unable to successfully communicate that it understands and can perform the logistical challenges of working in Guantanamo, the factor will be rated unacceptable.

To be rated acceptable the offeror's plan shall acknowledge that materials and equipment are not available locally and must be provided at the contractor's expense. The offeror must provide a plan of major equipment that is anticipated to be needed, major construction materials, and a feasible plan for providing materials and equipment to the worksite.

To be rated acceptable the offeror's plan shall acknowledge that no beds will be available. The Contractor shall construct new temporary housing facilities (man camp). The offeror must provide a feasible plan for the temporary housing facilities including but not limited to housing capacity, design criteria, occupancy, shipping, delivery, and installation.

To be rated acceptable the offeror's plan shall acknowledge that non-emergency medical treatment for the workforce is unavailable on the island. The offeror must provide a feasible plan of how they will provide and sustain a healthy workforce which includes all employees and labor force.

To be rated acceptable the offeror's plan shall acknowledge that local labor is unavailable and must be provided at the contractor's expense. The offeror shall provide a feasible plan of its expectations of the staffing requirements for this project, its source of labor for execution of the work, and management of personnel for the duration of the contract. Include plan for staffing batch plant with qualified personnel and asphalt/concrete placement personnel.

(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, DART and TRC Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): Include three previous complete calendar years' worth of data. This rate compares company's annual losses in insurance claims against its policy premiums. The offeror may submit an insurance company-provided equivalent rate if no EMR exists. If the offeror has no EMR or premium, for any year, affirmatively state so and explain why. Any extenuating circumstances that affect the EMR and negative trends should be addressed as part of the factor submission.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate and Total Recordable Case (TRC) Rate: Submit three previous complete calendar years' worth of data. If an offeror cannot submit an OSHA DART and TRC rates, for any year, affirmatively state so and an explanation must be provided. Any extenuating circumstances that affected the OSHA, DART, and TRC rate data negatively must be addressed as part of this factor submission.

(3) Technical Approach for Safety: Describe the plan for safety that will be implemented to evaluate safety performance of potential subcontractors as part of the selection process for all levels of subcontractors. The offeror shall submit a narrative that fully describes the safety management system that they will use to oversee the safety compliance and performance of self-performed and subcontractor performed work. The offeror will describe any innovative methods that will be employed to ensure and monitor safe work practices at self-performed and/or all subcontractor levels. Additionally, the contractor will describe their methodology to execute an effective program that facilitates sound mishap prevention techniques and processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps. The technical approach to safety narrative shall be limited to two pages.

(ii) Basis of Evaluation: The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR): For the three previous complete calendar years the offeror will submit EMR. If no EMR exists, the offeror may submit an insurance company-provided equivalent rate explaining why not. If an insurance company-provided equivalent rate is provided, it will be treated the same as an EMR. Any extenuating circumstances that affected the EMR and negative trends should be addressed as part of this selection factor. The board will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates: For the three previous complete calendar years, the offeror will submit their OSHA DART and TRC, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If unable to submit OSHA DART and TRC rates, affirmatively state so, and an explanation must be provided. Any extenuating circumstances that affected the OSHA DART and TRC rate data and negative trends should be addressed as part of this element. The board will evaluate the OSHA DART and TRC rates to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward trends and extenuating circumstances that impact rates.

(3) Technical Approach to Safety: The offeror will describe their plan to evaluate their safety performance and that of potential 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. The board 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 board will evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement and validate the contractor has addressed methodology to be used in the execution of an effective program that facilitates sound mishap prevention techniques/processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps. 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) Other Sources of Information Available to the Government: Other sources for safety may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS) in Enterprise Safety Applications Management System (ESAMS), Contractor Performance Assessment Reporting System (CPARS) and other related databases.

(c) Past Performance

(1) **Factor 4 – Past Performance**

(i) Solicitation Submittal Requirements:

If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 1. If there is not a completed CPARS evaluation then submit Past Performance Questionnaires (Attachment B) for each project included in Factor 1. 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. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. 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, 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, Cynthia McMonigle, via email to [cynthia.mcmonigle@navy.mil](mailto:cynthia.mcmonigle@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. 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.

Performance award, letters of commendation, or additional information submitted will not be considered.

(ii) 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. Based on the Offeror's

performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.

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.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not ``impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and



(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36,500,000.

(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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 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.

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

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

(viii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 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.

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

(xi) 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.

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 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.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

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

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

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

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

(xxiv) 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.

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

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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)

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or

receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(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)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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



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

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

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

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

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

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

(End of clause)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

X (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.

X (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)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014  
 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014  
 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

(End of provision)

#### 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product, as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number \_\_\_\_ ) (Country of Origin \_\_\_\_ )

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                 |  |          |
|-----------------|--|----------|
| 52.202-1        | Definitions  | NOV 2013 |
| 52.203-5        | Covenant Against Contingent Fees   | MAY 2014 |
| 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 |
| 52.203-11       | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions                                | SEP 2007 |
| 52.203-12       | Limitation On Payments To Influence Certain Federal Transactions   | OCT 2010 |
| 52.203-13       | Contractor Code of Business Ethics and Conduct   | OCT 2015 |
| 52.203-16       | Preventing Personal Conflicts of Interest  | DEC 2011 |
| 52.203-17       | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights                     | APR 2014 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II  | APR 1984 |
| 52.204-4        | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper   | MAY 2011 |
| 52.204-7        | System for Award Management  | OCT 2016 |
| 52.204-9        | Personal Identity Verification of Contractor Personnel   | JAN 2011 |
| 52.204-10       | Reporting Executive Compensation and First-Tier Subcontract Awards   | OCT 2016 |
| 52.204-13       | System for Award Management Maintenance  | OCT 2016 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | OCT 2015 |
| 52.209-9        | Updates of Publicly Available Information Regarding Responsibility Matters   | JUL 2013 |
| 52.209-10       | Prohibition on Contracting With Inverted Domestic Corporations   | NOV 2015 |
| 52.210-1        | Market Research  | APR 2011 |
| 52.211-13       | Time Extensions  | SEP 2000 |
| 52.211-15       | Defense Priority And Allocation Requirements   | APR 2008 |
| 52.215-2        | Audit and Records--Negotiation   | 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 |
| 52.219-8        | Utilization of Small Business Concerns   | NOV 2016 |
| 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   | OCT 2015 |
| 52.222-36       | Equal Opportunity for Workers with Disabilities  | JUL 2014 |
| 52.222-37       | Employment Reports on Veterans   | FEB 2016 |
| 52.222-40       | Notification of Employee Rights Under the National Labor Relations Act   | DEC 2010 |
| 52.222-50       | Combating Trafficking in Persons   | MAR 2015 |

|                 |   |          |
|-----------------|---|----------|
| 52.223-3        | Hazardous Material Identification And Material Safety Data                            | JAN 1997 |
| 52.223-5        | Pollution Prevention and Right-to-Know Information                                    | MAY 2011 |
| 52.223-6        | Drug-Free Workplace   | MAY 2001 |
| 52.223-15       | Energy Efficiency in Energy-Consuming Products  | DEC 2007 |
| 52.223-18       | Encouraging Contractor Policies To Ban Text Messaging While Driving                   | AUG 2011 |
| 52.225-13       | Restrictions on Certain Foreign Purchases   | JUN 2008 |
| 52.228-1        | Bid Guarantee   | SEP 1996 |
| 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 |
| 52.228-13       | Alternative Payment Protections   | JUL 2000 |
| 52.228-14       | Irrevocable Letter of Credit  | NOV 2014 |
| 52.228-15       | Performance and Payment Bonds--Construction   | OCT 2010 |
| 52.229-3        | Federal, State And Local Taxes  | FEB 2013 |
| 52.232-5        | Payments under Fixed-Price Construction Contracts                                     | MAY 2014 |
| 52.232-13       | Notice Of Progress Payments   | APR 1984 |
| 52.232-17       | Interest  | MAY 2014 |
| 52.232-23 Alt I | Assignment of Claims (May 2014) - Alternate I   | APR 1984 |
| 52.232-27       | Prompt Payment for Construction Contracts   | JAN 2017 |
| 52.232-33       | Payment by Electronic Funds Transfer--System for Award Management                     | JUL 2013 |
| 52.232-39       | Unenforceability of Unauthorized Obligations  | JUN 2013 |
| 52.232-40       | Providing Accelerated Payments to Small Business Subcontractors                       | DEC 2013 |
| 52.233-1 Alt I  | Disputes (May 2014) - Alternate I   | DEC 1991 |
| 52.233-3        | Protest After Award   | AUG 1996 |
| 52.233-4        | Applicable Law for Breach of Contract Claim   | OCT 2004 |
| 52.236-1        | Performance of Work by the Contractor   | APR 1984 |
| 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 |
| 52.236-15       | Schedules for Construction Contracts  | APR 1984 |
| 52.236-17       | Layout of Work  | APR 1984 |
| 52.236-21       | Specifications and Drawings for Construction  | FEB 1997 |
| 52.236-26       | Preconstruction Conference  | FEB 1995 |
| 52.236-28       | Preparation of Proposals--Construction  | OCT 1997 |
| 52.242-14       | Suspension of Work  | APR 1984 |
| 52.243-4        | Changes   | JUN 2007 |
| 52.244-6        | Subcontracts for Commercial Items   | JAN 2017 |
| 52.246-12       | Inspection of Construction  | AUG 1996 |
| 52.246-21       | Warranty of Construction  | MAR 1994 |

|                    |  |          |
|--------------------|--|----------|
| 52.247-64          | Preference for Privately Owned U.S. - Flag Commercial Vessels  | FEB 2006 |
| 52.248-3           | Value Engineering-Construction   | OCT 2015 |
| 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 |
| 52.251-1           | Government Supply Sources  | APR 2012 |
| 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 |
| 252.203-7002       | Requirement to Inform Employees of Whistleblower Rights  | SEP 2013 |
| 252.203-7003       | Agency Office of the Inspector General   | DEC 2012 |
| 252.204-7000       | Disclosure Of Information  | OCT 2016 |
| 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 |
| 252.205-7000       | 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 Country that is a State Sponsor of Terrorism | OCT 2015 |
| 252.211-7003       | Item Unique Identification and Valuation   | MAR 2016 |
| 252.215-7000       | Pricing Adjustments  | DEC 2012 |
| 252.222-7002       | Compliance With Local Labor Laws (Overseas)  | JUN 1997 |
| 252.223-7006       | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials  | SEP 2014 |
| 252.225-7005       | Identification Of Expenditures In The United States  | JUN 2005 |
| 252.225-7041       | Correspondence in English  | JUN 1997 |
| 252.225-7048       | Export-Controlled Items  | JUN 2013 |
| 252.225-7987 (Dev) | Requirements For Contractor Personnel Performing in USSOUTHCOM Area of Responsibility                                      | OCT 2014 |
| 252.225-7993 (Dev) | Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016)   | SEP 2015 |
| 252.233-7001       | Choice of Law (Overseas)   | JUN 1997 |
| 252.236-7000       | Modification Proposals-Price Breakdown   | DEC 1991 |
| 252.242-7004       | Material Management And Accounting System  | MAY 2011 |
| 252.243-7001       | Pricing Of Contract Modifications  | DEC 1991 |
| 252.247-7023       | Transportation of Supplies by Sea  | APR 2014 |
| 252.251-7000       | Ordering From Government Supply Sources  | AUG 2012 |

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 15 calendar days from date of contract award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 660 calendar days from date of contract award. The time stated for completion shall include final cleanup of the premises.

(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 in the amount of \$13,950 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)

## 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)

#### 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 available information as indicated in the drawings.

(b) Weather conditions provided by the National Weather Service.

(c) Transportation facilities – N/A

(d) N/A

(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):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[Insert one or more Internet addresses]*

(End of clause)

#### 252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from--

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations--Hotline, 245 Murray Lane SW., Washington, DC 20528-0305; or

(ii) Via the Internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the Web site.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

#### 52.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS--BASIC (SEP 2016)

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

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

(i) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(ii) 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--

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

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

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

(C) 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

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

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

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

Cost of components means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (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

(ii) 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--

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) 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, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) 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

(iv) 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, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

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

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

(A) 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

(B) The construction material is a COTS item.

Free Trade Agreement country construction material means a construction material that--

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

(ii) 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 Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

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

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

(ii) 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--

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

(ii) 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) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

NONE

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

**(to be completed at time of award)**

(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.

(to be completed at time of award)

(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:

| Title | File | Drawing No. |
|-------|------|-------------|
|-------|------|-------------|

(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 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within \_\_\_\_ 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 \_\_\_\_ days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

#### FAC 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within \_\_\_\_ days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

\_\_\_\_ A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

\_\_\_\_ A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run \_\_\_\_ days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

#### 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.

#### 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 5252.242-9300 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