

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40085-09-R-5083	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 19-Oct-2009	PAGE OF PAGES 1 OF 79
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. P116
7. ISSUED BY NAVFAC MID ATLANTIC HAMPTON ROADS IPT 9742 MARYLAND AVENUE NORFOLK VA 23511 TEL: FAX:	CODE N40085 See Item 7	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME CRYSTAL HUX	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (757) 445-7423

SOLICITATION

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

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

ARRA Steam Plant Area Decentralization, Naval Station Norfolk, Norfolk, Virginia

****THIS ACQUISITION IS FOR AN AMERICAN REINVESTMENT AND RECOVERY ACTION PROJECT****

N40085-09-R-5083 P116 STEAM PLANT AREA DECENTRALIZATION, NAVAL STATION NORFOLK, NORFOLK, VIRGINIA

NAISC CODE 238220 - SIZE STANDARD \$14M

THIS PROJECT IS UNRESTRICTED

CONTRACT TO BUDGET AMOUNT IS \$23,593,000.00

NOTICE - ALL QUESTIONS MUST BE SUBMITTED IN WRITING TO CRYSTAL R. HUX VIA EMAIL CRYSTAL.R.HUX@NAVY.MIL ALL INQUIRIES MUST BE SUBMITTED NO LATER THAN 17 NOVEMBER 2009

ALL PAST PERFORMANCE QUESTIONNAIRES MUST BE SUBMITTED NO LATER THAN 24 NOVEMBER 2009

11. The Contractor shall begin performance within 15 calendar days and complete it within 745 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 52.211-10 _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

YES NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 03 Dec 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

DESCRIPTION OF WORK

This acquisition will result in a Firm Fixed Price (FFP) design build contract for construction. The contract will be procured using negotiated procedures, as it has been determined in accordance with FAR 6.401 to be the most appropriate method of contracting for the subject project.

The best value continuum source selection process to be used for this acquisition is the tradeoff analysis process as described in FAR Part 15.101-1.

Description of work: Steam Plant Area Decentralization ARRA - Project 116 located at the Naval Station Norfolk, Norfolk, Virginia. The purpose of this contract is to reduce energy consumption while improving infrastructure. The project consists of Energy Conservation and Measures for lighting, water, retro commissioning, IR heat and mechanical retrofits, to include removing two hangars from the central steam system. Project will convert steam to natural gas, water conservation measures, and lighting retrofits. Steam to natural gas conversion will occur in the SP area and other mechanical work in the V area. Water conservation measures and lighting retrofits will occur in the SP, CEP, V area but not limited to those areas.

This project converts thirty one (31) facilities from steam heating systems to natural gas heating systems. This project also converts two (2) facilities from steam heating systems to electric heating systems. The steam heating systems shall be replaced with natural gas fired high efficiency condensing type hot water boilers, and electric heating systems. This scope will include HVAC, Controls, Boiler/Mechanical Rooms, water conservation, lighting improvements, and automated meter reading.

The HVAC portion will provide heating, ventilation, and air conditioning (HVAC) system upgrades involving equipment and ductwork. HVAC systems and upgrades for facilities included in this project shall attain the following objectives: Occupant comfort, Indoor air quality, Acceptable noise levels, Energy efficiency, Reliable operation, and Ease of maintenance. Design and installation shall be in accordance with IMC and UFC 3-400-10N, *Mechanical Engineering*.

The Controls portion shall provide a Direct Digital Control (DDC) system and DDC upgrades to the existing DDC systems. DDC system upgrades and associated equipment shall be provided in accordance with the scope of work.

The boiler portion will provide boiler/mechanical room additions for four (4) facilities include in this project necessary to accommodate the new boilers and associated equipment. This project will also provide a boiler/mechanical room extension for one (1) facility, SP233. The boiler/mechanical room additions shall be added to buildings SP-12, SP-29, SP-45, SP-383, and SP-356. New boiler/mechanical room additions shall be provided with unit heaters to prevent freezing and shall be provided with louvers and exhaust fans to allow ventilation in accordance with the design conditions indicated in this section.

NOTE: Due to the file size, the ECM Feasibility Study Detailed Building Breakdown and the Naval Base Installation Appearance Plan in Part 6 will be available on compact disk only, and may be picked-up at the Hampton Roads IPT AQ Office, 9324 Virginia Avenue, Building Z-140, Room 117, Norfolk, VA 23511. Please advise via email if you will be picking up the disk or if you would like the disk mailed to your office at the contractor's expense. Please provide notification as soon as possible. These disks are only available to prime contractors. Disks will not be issued to subcontractors. All comments shall be submitted to Crystal Hux at crystal.r.hux@navy.mil.

CONTRACT LINE ITEM NOTES

- a. The Government reserves the unilateral right to award the Option(s) to the contractor at the bid price within 120 calendar days after the contract award, and the contract completion date may be extended 101 calendar days for a total of 745 calendar days.
- b. Evaluation of Options (JUL 1990). Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the price for the Options to the total price for the Base Bid Item 0001. Evaluation of Options will not obligate the Government to exercise the Options (FAR 52.217-5).
- c. The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ITEM 0001 (ARRA) - BASE BID FFP Total of 0001A and 0001B FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000101
 0001A
 FFP
 Price for the entire work, complete in accordance with the requirements of the RFP including drawings and specifications, but excluding work described in Bid Items 0001B, 0002, 0003, 0004, 0005, and 0006.

ITEM EXTENSION	UNIT	UNIT PRICE	NO. UNITS	UNIT PRICE
Entire Work	Each	\$_____	One	\$_____

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000102
 0001B
 FFP
 Price demolition and removal of asbestos materials complete in accordance with drawings and specifications and in accordance with the following schedule:

ITEM EXTENSION	UNIT	UNIT PRICE	NO. UNITS	UNIT PRICE
Asbestos Materials	Cubic Yard	\$_____	One	\$_____

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	ITEM 0002 (ARRA) - OPTION ITEM 1 FFP Price for providing all work in connection with demolition of the exterior steam distribution system in the SP Area complete, down to finish grade, including piping supports, supporting poles, hangers, valves, insulation, cooling wells, and instrumentation, complete in accordance with requirements of the RFP including the drawings and specifications. Provide this demolition from the SP Area, at Buildings SP-91 and SP-85 out to the North end of the Mason Creek Bridge. Refer to steam demolition drawings SD-2, SD-3, SD-4 and SD-5. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	ITEM 0003 (ARRA) - OPTION ITEM 2 FFP Price for providing all work in connection with demolition of the exterior steam distribution system in the V Area complete, down to finish grade, including piping supports, hangers, valves, insulation, and instrumentation, complete in accordance with requirements of the RFP including the drawings and specifications. Provide this demolition from East of Building V50A out to the South end of the Mason Creek Bridge. Demolition of steam distribution system on Mason Creek Bridge shall not be included in this option item. Refer to steam demolition drawings SD-1 and SD-2. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	ITEM 0004 (ARRA) - OPTION ITEM 3 FFP Price for providing all work in connection with the natural gas infrared heating systems in Buildings LF-59, LF-60, V-88, and V-146, complete in accordance with the requirements of the RFP including drawings and specifications. Refer to Location Map drawing LM-3. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	ITEM 0005 (ARRA) - OPTION ITEM 4 FFP Price for providing all work in connection with the CEP buildings, Bldg W135, Transit Shed W4, and Building Q80, complete in accordance with the requirements of the RFP including drawings and specifications. Refer to Location Map drawings LM-4 and LM-5. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	ITEM 0006 (ARRA) - OPTION ITEM 5 FFP Price for providing all space heating (steam to heat pump) renovation work in connection with Building SP-65, complete in accordance with requirements of the RFP including drawings and specifications. Refer to Location Map drawing LM-2. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	ITEM 0007 (ARRA) - OPTION ITEM 6 FFP Provide a space heating renovation of Building SP-65, complete in accordance with requirements of the RFP including drawings and specifications. This shall include: Demolish existing steam heating systems throughout 1st and 2nd floors, including systems in the penthouse, and roof, removal of all steam radiators and steam heating systems above 2nd floor and fan coil units, 2nd floor fan coil units (FCUs) and associated ductwork, supply diffusers, and return grilles, and rooftop chiller and associated piping systems and fourteen (14) window A/C units. Provide chilled water series fan powered VAV system with hot water reheat and propane fuel source, propane fuel-fired condensing type boilers, DDC control system, and mechanical room addition to house the new VAV AHU(s) and hot water boiler system. FOB: Destination				

NET AMT

TOTAL PRICE FOR ALL ITEMS 0001, 0002, 0003, 0004 0005, 0006 AND 0007

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
000101	N/A	N/A	N/A	N/A
000102	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

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	FEB 2009
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting 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 cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
26.6	6.9

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

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

Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **NAVAL STATION NORFOLK, NORFOLK, VIRGINIA.**

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**NAVFAC MID-ATLANTIC
HAMPTON ROADS IPT, ACQUISITION
9742 MARYLAND AVENUE
NORFOLK, VIRGINIA 23511-3095**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

SITE VISIT INFORMATION WILL BE PROVIDED VIA AMENDMENT TO THE SOLICITATION

(End of provision)

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

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

WWW.ARNETH.GOV

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any **FAR OR DFARS** provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

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

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

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

(1) List the type of bonds held and their maturity dates.

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

(c) Real Property Interests:

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

(d) Persons Proposed as Individual Sureties:

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

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

5252.228-9302 BID GUARANTEE (OCT 2004)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (SF 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond. (End of provision)

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

Within **10 (TEN)** days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

- XX** A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.
- XX** A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

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.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run **15 (FIFTEEN)** days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$14M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 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.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 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.
- (ix) 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.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

-----(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

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

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

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

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

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

(End of Provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238220**.

(2) The small business size standard is **\$14M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238220**.

(2) The small business size standard is **\$14M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) 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:

(XX) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

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

FAR/DFARS clause No.	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section 00700 - Contract Clauses

EXPEDITED PAYMENTS

The Government will expedite payments to the contractor on a case by case basis. Contractor will need to provide documentation that expedited payments are required due to cash flow issues or other extenuated circumstances. Specific documentation will be identified by the Contracting Officer after contract award.

PAYMENT OF OFFSITE MATERIALS

The Government will reimburse the Contractor for any material to be utilized for the contract that is located offsite provided that the material is stored in a bonded warehouse and proof of purchase (invoice) by the contractor can be provided to the Government. Material cost shall not include profit.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II (Dev)	Small Business Subcontracting Plan (Apr 2008) Alternate II (Deviation)	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8 (Dev)	Payrolls and Basic Records (Deviation)	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988

52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	SEP 2009
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984

52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2008 Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003 (Dev) Alt I	Small Business Subcontracting Plan (DoD Contracts) (Deviation) Alternate I	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006

252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

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

(End of clause)

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (MAR 2009)

(a) Definitions. As used in this clause—

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

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

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

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

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

(6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

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

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

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

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

(vi) Funding agency.

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

(viii) Subcontract number (the contract number assigned by the prime contractor).

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

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

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 (FIFTEEN)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **745 (SEVEN HUNDRED FORTY FIVE) CALANDAR DAYS AFTER NOTICE TO PROCEED.**

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$11,700.00** 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)

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

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

(End of provision)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009) - ALTERNATE I MAR 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General or Inspector General. (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

(i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and

(ii) Interview any officer or employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting

records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g)(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 238220 assigned to contract number _____.

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

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

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

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United

States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
(AUG 2009)

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

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

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

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

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

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

WTO GPA country construction material means a construction material that--

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

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE**

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(End of clause)

52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—
BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2009)

(a) Definitions. As used in this clause—

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

Domestic construction material means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

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

Free trade agreement (FTA) country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of an FTA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Manufactured construction material means any construction material that is not unmanufactured construction material.

Recovery Act designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);
- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor,

Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

Recovery Act designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

WTO GPA country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
 - (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
- (b) Construction materials. (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a – 10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—
- (i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
 - (ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.
- (2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
 - (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE**
 - (4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
 - (i) The cost of domestic construction material would be unreasonable.
 - (A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

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

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.

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

Foreign and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

(Include other applicable supporting information.)

[* Include all delivery costs to the construction site.]

(End of clause)

52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009)

(a) Definitions.

“Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

(End of provision)

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

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

(End of clause)

52.252-2 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):

WWW.ARNETH.GOV

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

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 Government employee other than the Contracting Officer directs a change in 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.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.232-9301 INVOICING PROCEDURES ELECTRONIC (FEB 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government

contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

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

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

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

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	<p>Fill In (pick one of the following, deleting this statement and any information outside the quotation)</p> <p>'Invoice and Receiving Report (Combo)' for a supply contract.</p> <p>'Invoice as 2-in-1 (Services Only)' for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs.</p> <p>'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.</p>
On the WAWF "Header Tab" the following is required:	
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify "Not Applicable"
Accountable Official Email Address	Fill In, if applicable or specify "Not Applicable"
Operations Assistant (OA) Email Address	Fill In, if applicable or specify "Not Applicable"

Activity Fund Administrator email Address	Fill In, if applicable or specify "Not Applicable"
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The NAVFAC WAWF Technical point of contact is **Fill In Your POC** and can be reached at **Fill In Email** or **Fill In Phone**.

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

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

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 866-618-5988 or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

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.

5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

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

Electric - Water - Compressed Air

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

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

- a. Lights shall be used only in areas where and at the time when work is actually performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

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

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

5252.236-9310 RECORD DRAWINGS (Oct 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the market prints are delivered to the Contracting Officer.

5252.236-9310 RECORD DRAWINGS ALT II (OCT 2004)

As prescribed in 36.5100(g)(1), when a Design-Build contract is used replace with the following:

“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.”

5252.236-9312 DESIGN-BUILD CONTRACT- ORDER OF PRECEDENCE (AUGUST 2006)

As prescribed in 36.5100(g), insert the following clause:

(A) In the event of a conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
 - (a) Any portion of the proposal that exceeds the final design.
 - (b) Any portion of the final design that exceeds the proposal.

5252 Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

- (2) The requirements of the solicitation, in descending order of precedence:
 - (a) Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates.
 - (b) Part 1 - Contract Clauses.
 - (c) Part 2 - General Requirements.
 - (d) Part 3 - Project Program Requirements.
 - (e) Part 6 - Attachments (excluding Concept Drawings).
 - (f) Part 5 - Prescriptive Specifications exclusive of performance specifications.
 - (g) Part 4 - Performance Specifications exclusive of prescriptive specifications.
 - (h) Part 6 - Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto.

(END OF CLAUSE)

5252.236-9313 DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN (JUL 2008)

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract.

(End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. 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:

___1. 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.

~~XX~~2. 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 delivery orders.

___3. 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

PROPOSAL REQUIREMENTS**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 proposal determined to represent the best value – the proposal most advantageous to the Government, price and other factors considered.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarification as described in FAR 15.306(a)). The Government reserves the right to conduct discussion if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical evaluation factors when combined are approximately equal to price.

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. After evaluating the proposal, the proposal may be found to have either a significant weakness or multiple weaknesses that could impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

Evaluation Factors for Award:

1. The solicitation requires the evaluation of price and the following technical factors and subfactors:

Factor 1 – Corporate Experience: Construction Team

Factor 2 – Past Performance: Construction Team

Factor 3 – Technical Approach

Subfactor 3a – Management Approach/Schedule

Subfactor 3b – Design Build Solution

Factor 4 - Safety

Subfactor 4.a – Experience Modification Rate (EMR)

Subfactor 4.b – OSHA Last Work Day Rate (LWDR)

Subfactor 4.c – OSHA Recordable Incidence Rate (RIR)

Factor 5 – Small Business Utilization

Subfactor 5.a – Past Performance in Utilizing Small Business Program

Subfactor 5.a – Participation of Small Business in the Performance of this Contract

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 relates to how well a contractor has performed.

2. Technical evaluation factors (1 through 5) are of equal importance. Subfactors for Factors (1 through 5) are of equal importance. Technical evaluation factors (1 through 5), when combined, are approximately equal to price.

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

(a) Price Submission

(1) Price Requirements: Offeror shall submit one (1) original, marked “Original”, and one (1) copy, each in a separate three ring binder with the following:

- SF-1442, signed
- Section 00010, Solicitation Contract Form
- Copy of Representation and Certifications from ORCA
- Subcontracting Plan (if applicable)
- Bid Bond
- Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact, phone number, and email address.

Basis of Evaluation: Total price consists of the basic requirements (see Section 00010 of the solicitation). The Government will evaluate price based on the total price. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.

(iv) Comparison of market survey results.

(b) Technical Submission

(1) Technical Requirements: Offeror shall submit one (1), marked “Original”, a CD and four (4) copies, each in a separate three-ring binder with the following characteristics:

- 8 ½ x 11 format
- 12 point font
- Page count shall be limited as described below in each Evaluation Factor. PAGES THAT EXCEED THE PAGE LIMITATION SHALL NOT BE EVALUATED.
- Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact, Title, phone number, and email address.

FACTOR 1 – CORPORATE EXPERIENCE: CONSTRUCTION TEAM

(A) Solicitation Submittal Requirements:

(1) Submit a minimum of one (1) and a maximum of five (5) projects valued at a minimum of \$5.0 million per project. Projects should be as similar, relevant and pertinent to the project in this solicitation as possible. If the Offeror is a Joint Venture, a minimum of 1 project per joint venture partner must be submitted. The projects should be completed by your firm within the past five (5) years or projected to be completed within 6-months of the solicitation. Use the attached Corporate Experience Form (Attachment A) to submit projects. Project description for each project shall explain the detailed scope of work performed and the relevancy to the project requirements of this RFP. Please identify which projects the construction and design team have performed together, if the construction and design team have not performed together, state so on the form.

(B) Basis of Evaluation:

(1) The standard has been met when the offeror demonstrates relevant and pertinent corporate experience on past projects of similar size, scope and complexity to the project in this solicitation.

(2) A higher rating may be given to projects that are currently using or were accomplished using the Design/Build approach.

(3) Submitted projects that fail to use the attached Corporate Experience Form may not be evaluated at the discretion of the TEB.

(4) Proposals that fail to submit projects for all joint venture partners may result in a lower rating for this factor. If Joint Venture has previously worked together on project submitted, it may be rated higher.

(5) All projects submitted which are below the specified value of \$5.0 million, outside of the specified 5-year period or above the maximum number allowed for consideration may be rated lower at the discretion of the TEB.

(6) Submitted projects that fail to provide all requested data, an accessible point of contact, or correct phone/fax numbers may be rated lower at the discretion of the TEB.

(7) A higher rating may be assigned for projects where the construction and design team have previously performed together.

(8) The Government may consider volume and rating of relevant projects when considering the overall rating for this factor.

FACTOR 2 – PAST PERFORMANCE: CONSTRUCTION TEAM

(A) Solicitation Submittal Requirements:

(1) The Past Performance Questionnaire included in the solicitation (Attachment B) is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for **Factor 1, Corporate Experience**. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires are to be mailed or faxed from the client directly to the Government, not be submitted via the Offeror. In order for the client evaluation to be considered, the Past Performance Questionnaires must be submitted no later than five business days prior to the due date for submittal of proposals. Include with your proposal submission a copy of the Past Performance Questionnaire Cover Sheet which contains the point of contact information for each client questionnaire. The offeror may include performance recognition documents received within the last 5 years - such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition on projects submitted under Technical Factor #1 Corporate Experience.

In addition to the above, the Government may review any other source of information for evaluating the overall past performance rating for this factor. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the Offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(B) Basis of Evaluation:

(1) The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, performance recognition documents, and information obtained for any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government/Client at all levels (task managers, contracting officers, auditors, etc.);
- Tasks that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government/Client funds
- The Government may consider volume and rating of relevant Past Performance evaluation when considering the overall rating for this factor.

FACTOR 3 – TECHNICAL APPROACH

Subfactor 3.a - Management Approach/Schedule

(A) Solicitation Submittal Requirements:

(1) Provide a narrative describing your corporate approach to project and workload management; discuss adherence to schedule, early detection and resolution of problems, accomplishing challenging work, collaboration with sub-contractors, commitment to quality control/quality assurance, and commitment to customer satisfaction. The offeror shall discuss their ability to perform work simultaneously on two or more projects. The narrative shall be limited to five (5) single spaced typed pages, single sided print, at 12 font size, using times new roman or arial font. Specifically explain how your firm will handle any unforeseen problems with material deliveries, subcontractor progress, customer

requested changes, workload phasing and sequencing, weather, re-work, differing site conditions and inspections relating to the subject project.

(2) All requirements of the contract shall be completed by 745 calendar days after award. Therefore, design and construction schedules that demonstrate completion before the solicitation CCD while adhering to all requirements delineated in the RFP, may be rated higher.

(3) Offerors shall provide a CPM Schedule on no more than two 11"x17" sheets of paper or bar chart, limited to 120 activities, identifying critical path activities, milestones, durations and other important activities during post-contract award, design, fabrication, construction, and commissioning. The presentation shall clearly show the logic and sequence of events necessary for the successful execution of the project.

(B) Basis of Evaluation:

- (1) The standard has been met when the offeror:
 - demonstrates a clear understanding of the project requirements
 - presents sound management philosophy and procedures
 - provides a logical schedule within the specified duration
 - demonstrates the ability to perform work on multiple concurrent projects
 - presents a logical and reasonable approach to accomplishing the work.
- (2) Narratives that do not address all items listed may be rated lower.

Subfactor 3.b – Design Build Solution

(A) Solicitation Submittal Requirements:

(1) Provide a narrative that describes the construction means and methods as they relate to the project requirements; narrative shall be limited to five (5) single spaced type written pages, single sided print, at 12 font size, using times new roman or arial font. The narrative shall address at a minimum, demolition/removal of steam piping and accessories, abatement/removal of asbestos, installation of natural gas fired boilers and associated piping, design and installation of direct digital controls, performing lighting and plumbing retrofits, work with asphalt/concrete, and building of small structures with related appurtenances. The narrative shall correlate to the sequencing that is presented in the schedule for Subfactor 3.a.

(B) Basis of Evaluation:

- (1) The standard has been met when the offeror:
 - demonstrates a clear understanding of the project requirements
 - demonstrates a clear understanding of the work to be performed
 - demonstrates a clear understanding of any phasing and sequencing necessary to accomplish the work
 - presents a logical and reasonable approach to accomplishing the work.

FACTOR 4 – SAFETY

Information for EMR, LWDR and RIR must be provided by Insurance Carrier.

If Offeror is a Joint Venture – Information must be provided for all partners of the Joint Venture.

Subfactor 4.a - Experience Modification Rate (EMR)**(A) Solicitation Submittal Requirements:**

(1) Submit insurance company Experience Modification Rate (EMR) for the previous five years. Insurance companies establish an EMR for the company based on corporate past experience. If there are extenuating circumstances concerning your ratings or trends, provide background information and references for validation.

The better the safety record of the contractor the lower the rate. Each company when initially established starts with a rate of 1.0. As experience is obtained the carrier either increases the rate to above 1.0 for poor performance or reduces the rate below 1.0 for good performance. A good performer pays a reduced amount (rate) for insurance. This lowering of operating cost facilitates improved performance by the contractor. If an EMR is not available from the insurance carrier, please certify that it is not available. Provide a point of contact with the insurance carrier for verification. Note: Please advise the agent that the Government may contact them to confirm company Experience Modification Rates.

(B) Basis of Evaluation:

(1) The Government will average the last five year EMR when evaluating proposals. The following table will be used to evaluate offerors:

Excellent	Less than 0.7
Good	0.7 to less than 0.8
Satisfactory	0.8 to less than 0.9
Marginal	0.9 to 1.0
Poor	Greater than 1.0

(2) Documentation showing positive trend may be rated higher.

(3) Proposals failing to provide documentation regarding extenuating circumstances concerning ratings or trends, may be rated lower.

Subfactor 4.b - OSHA Lost Work Day Rate (LWDR):**(A) Solicitation Submittal Requirements:**

(1) Submit insurance company Occupational Safety and Health Act (OSHA) Lost Work Day Rate (LWDR) for the previous five years. If there are extenuating circumstances concerning your ratings or trends, provide background information and references for validation. It is based on the following industry standard calculation:

$$\text{LOST WORK DAY RATE} = (200,000 \times A) / B$$

Where A = the number of lost workday cases and B = total number of hours worked.

(B) Basis of Evaluation:

(1) The Government will average the last five year LWDR when evaluating proposals. The following table will be used to evaluate offerors:

Excellent	Less than 1
Good	1 to less than 2
Satisfactory	2 to less than 3

Marginal	3 to 4
Poor	Greater than 4

(2) Documentation showing positive trend may be rated higher.

(3) Proposals failing to provide documentation regarding extenuating circumstances concerning ratings or trends, may be rated lower.

Subfactor 4.c - OSHA Recordable Incidence Rate (RIR):

(A) Solicitation Submittal Requirements:

(1) Submit insurance company Occupational Safety and Health Act (OSHA) Recordable Incident Rate (RIR) for the previous five years. If there are extenuating circumstances concerning your ratings or trends, provide background information and references for validation. It is based on the following industry standard calculation:

$$\text{RECORDABLE INCIDENCE RATE} = (200,000 \times C) / B$$

Where C = the number of recordable incidents and B = total number of hours worked.

(B) Basis of Evaluation:

(1) The Government will average the last five year RIR. The following table will be used to evaluate offerors:

Excellent	Less than 3
Good	3 to less than 5
Satisfactory	5 to less than 7
Marginal	7 to 9
Poor	Greater than 9

(2) Documentation showing positive trend may be rated higher.

(3) Proposals failing to provide documentation regarding extenuating circumstances concerning ratings or trends, may be rated lower.

FACTOR 5 – SMALL BUSINESS UTILIZATION

The Naval Facilities Engineering Command is committed to supporting the Small Business Program. These commitments extend to Historically Underutilized Business Zones (HUBZone), Small Business (SB), Small Disadvantage Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), and Historically Black College and University or Minority Institution (HBCU/MI). Large businesses are required to submit a subcontracting plan for this evaluation sub factor that will become incorporated into the contract upon award. This subcontracting plan only applies to work performed in the United States and its possessions. Small Businesses are required to submit subcontracting goals for this evaluation sub factor; however, a subcontracting plan is not required.

The Naval Facilities Engineering Command has established subcontracting goals of at least 65.65% of the subcontracted effort to small businesses. Of the total subcontracted effort, the targets are a minimum of 1.37% to HUBZone firms, 16.27% to SDB firms, 14.68% to WOSB firms, 3.00% to VOSB firms and 3.00% to SDVOSB firms. All firms will be evaluated against the above stated targets with more credit given to firms that exceed these targets.

FAR 52.219-8, Utilization of Small Business Concerns states in part; “The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance.” If the offeror does not intend to subcontract, provide a detailed explanation why subcontracting would not result in efficient contract performance.

TEAMING ARRANGEMENTS

Partnership, Joint Venture, Or Affiliation

1. If you are submitting an offer under a teaming arrangement, either as a joint-venture or other affiliation, identify for each member and whether the member is a LB, HUBZone, SB, SDB, WOSB, VOSB, or SDVOSB firm, and, if applicable, HBCU/MI. Include the percentage of work and dollar value each member will perform.
2. Evaluation will include the extent of participation of small business in the terms of the total value of the acquisition. The percentage of work performed by a small business in the teaming arrangement will be given credit towards the subcontracting goals for small business.
3. If the teaming arrangement has certified itself as a large business in the Online Representations and Certifications (ORCA), provide the information requested of large business offerors (noted below).
4. If the teaming arrangement has certified itself as a small business in the Online Representations and Certifications (ORCA), provide the information requested of small business offerors (noted below).

Prime Contractor with Subcontractors:

1. This is considered a prime to subcontractor relationship and should be addressed accordingly in regards to the Participation of Small Business in the Performance of this Project.
2. If the prime contractor has certified itself as a large business in the Online Representations and Certifications (ORCA), provide the information requested of large business offerors (noted below).
3. If the prime contractor has certified itself as a small business in the Online Representations and Certifications (ORCA), provide the information requested of small business offerors (noted below).

ALL OFFERORS MUST ADDRESS THE FOLLOWING SUBFACTORS:

- 5.a Past Performance in Utilizing the Small Business Program
- 5.b Participation of Small Business in the Performance of this Project

Subfactor 5.a - Past Performance in Utilizing Small Business Program

(A) Solicitation Submittal Requirements:

LARGE BUSINESS OFFERORS SHALL ADDRESS THE FOLLOWING:

Awards:

1. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB, SDVOSB, or HBCU/MI.
2. Provide SF294s “Subcontracting Report for Individual Contracts” for all contracts referenced under Factor 1, Corporate Experience or any other documentation showing compliance with HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI. Include the dollar value percentage of work (of total contract

value) subcontracted to LB, HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable HBCU/MI for each. If targets were not met on submitted contracts, provide an explanation as to why. . Provide an explanation for any SF294 not submitted for a contract referenced in Factor 1.

3. Provide performance evaluation ratings obtained on implementation of subcontracting plans, if available, on all contracts referenced under Factor 1, Corporate Experience.
4. Provide information on existing or pending mentor-protégé agreements.
5. Provide information, if available on use of Community Rehabilitation Programs certified under the Javits Wagner O'Day Program (JWOD) by NISH or NIB.

SMALL BUSINESS OFFERORS SHALL ADDRESS THE FOLLOWING:

Awards:

1. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, JWOD program, and if applicable, HBCU/MI.
2. Include the total dollar value and the dollar value percentage of work (of total contract value) subcontracted to LB, HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI for each contract referenced in Factor 1. If subcontracting was not used on submitted contracts, provide an explanation as to why for each category.
3. Provide information on existing, or pending mentor-protégé agreements.
4. Provide information, if available, on the use of Community Rehabilitation Programs certified under the Javits Wagner O'Day Program (JWOD) by NISH or NIB.

(B) Basis of Evaluation:

The large business offeror will be evaluated to determine if it has demonstrated adequate satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI. An example of satisfactory performance is that the offeror met some previously established subcontracting targets, and not others, but provided adequate information as to why targets were not met. The small business offeror will be evaluated to determine if he demonstrated satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI. An example of satisfactory performance is that the offeror has subcontracted with HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and, if applicable, HBCU/MI.

Subfactor 5.b - Participation of Small Business in the Performance of this Contract

(A) Solicitation Submittal Requirements:

LARGE BUSINESS OFFERORS SHALL ADDRESS THE FOLLOWING:

1. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

2. Submit the following with your proposal a subcontracting plan for this project that shall include the total contract value (including all option periods), the dollar value and percent of the total subcontracted effort including the effort to LB, SB, SDB, WOSB, VOSB, SDVOSB, HUBZone firms, and HBCU/MI. A sample of a subcontracting plan is included in Attachment 2 of this solicitation. If firm commitments to subcontract exist, list the subcontractors by name. Otherwise, list the type of services to be subcontracted. If the subcontracting targets proposed are less than the NAVFAC subcontracting targets, provide supporting rationale. A sample subcontracting plan (attachment C) is attached for use.

SMALL BUSINESS OFFERORS SHALL ADDRESS THE FOLLOWING:

1. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.
2. State the extent of work, including dollar value and percent of the total subcontracted effort, to be subcontracted to LB, SB, SDB, WOSB, VOSB, SDVOSB, HUBZone firms, and HBCU/MI. Small Businesses are not required to submit subcontracting plans.

(B) Basis of Evaluation:

The large business offeror will be evaluated to determine if the proposed plan includes positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable JWOD organizations and HBCU/MI. The proposed plan meets NAVFAC subcontracting targets by subcontracting approximately 65.00% of the subcontracted effort for this requirement to Small Businesses including meeting the subcategory targets. The proposal may have some minor weaknesses.***Or if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB, SDVOSB, and if applicable, HBCU/MI. The small business offeror will be evaluated to determine that the offeror has demonstrated satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI. An example of satisfactory performance is that the offeror has subcontracted with HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and, if applicable, HBCU/MI. Contract performance by the small business prime contractor equates to the prime subcontracting to any combination of categories of small businesses. If subcontracting is proposed, the offeror proposes positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, JWOD organizations, and if applicable, HBCU/MI. While the majority of the subcontracted effort is with other SB firms, there may be minimal subcontracting with LB firms. The proposal may have some minor weaknesses. ***Or if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB, SDVOSB, and if applicable, HBCU/MI.***

Attachment A – Corporate Experience Form

**CORPORATE EXPERIENCE FORM
N40085-09-R-5083**

Offeror: _____

Project Title: _____

Contract Number: _____

DUNS Number utilized during Project Performance: _____

Location: _____

Award Date: _____ Completion

Date: _____

Original Value: \$ _____ Final Value: \$ _____

Type of Contract: Fixed Price Cost Reimbursable

Project Description: _____

Customer Contact: Name _____

Organization _____

Telephone Number _____

FAX Number _____

Email Address _____

Circle one: P = Prime Contractor; S = Subcontractor

Attachment B – Past Performance

Cover letter for Past Performance Questionnaire

FROM: Naval Facilities Engineering Command Mid-Atlantic
Attn: Crystal R. Hux
9742 Maryland Avenue
Norfolk, VA 23511

SUBJ: REQUEST FOR PAST PERFORMANCE INFORMATION FOR SOLICITATION N40085-09-R-5083, ARRA – P116, DESIGN/BUILD STEAM PLANT AREA DECENTRALIZATION, NAVAL STATION NORFOLK, NORFOLK, VA

Our office is in the process of selecting a contractor for the subject construction project. One of the award criteria includes the evaluation of the Offeror's past performance on prior or current contracts. We need your assistance by rating the Offeror's past performance on the attached Past Performance Questionnaire form. Neither the name of your company nor the name of the person(s) completing the questionnaire will be revealed to the Offeror.

If you have any questions regarding the questionnaire please do not hesitate to contact Crystal R. Hux at 757-445-7423 or via Email at crystal.r.hux@navy.mil.

Instructions for completing the questionnaire:

1. Please have the questionnaire completed by the person(s) most familiar with the Offeror's performance on subject contract. Your candid response to the questions is important to our evaluation effort and may affect the award outcome. Please note the "neutral" rating for questions not applicable to work performed on your contracting action.
2. The Offeror will provide the exact date questionnaires are due in their cover letter to you. Please submit the Past Performance Questionnaire before the due date directly to Crystal Hux via Email crystal.r.hux@navy.mil or by facsimile to 757-445-1683.
3. Please do not send the Past Performance Questionnaire to the Offeror. This questionnaire relates to an ongoing source selection and it will be considered Source Selection Sensitive Information in accordance with Federal Acquisition Regulation Part 3.104. No information will be released outside of the Source Selection Evaluation Organization.

In advance, we know your time is valuable and appreciate your support by completing the questionnaire.

//S//
Crystal Hux
Contract Specialist

ATTACHMENT B

PAST PERFORMANCE QUESTIONNAIRE COVER SHEET

1. OFFEROR: _____
2. FIRM BEING EVALUATED: _____
3. CONTRACT NUMBER: _____
4. PROJECT DESCRIPTION: _____
5. CONTRACT/TASK ORDER AMOUNT: _____
6. PERFORMANCE PERIOD: _____
7. REFERENCE ORGANIZATION NAME: _____
8. EVALUATOR'S CONTACT INFO:
 - a. NAME & TITLE: _____
 - b. PHONE NUMBER: _____
 - c. FAX NUMBER: _____
 - d. EMAIL ADDRESS: _____

PAST PERFORMANCE QUESTIONNAIRE***ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE***

E (EXCELLENT) – Performance meets contractual requirements and exceeds the Government's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. (HIGH CONFIDENCE)

G (GOOD) – Performance meets contractual requirements and exceeds some requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. (SIGNIFICANT CONFIDENCE)

S (SATISFACTORY) – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory. (CONFIDENCE)

M (MARGINAL) –Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. (LITTLE CONFIDENCE)

P (POOR) – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. (NO CONFIDENCE)

N (NEUTRAL) – No relevant past performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the contractor or their key personnel. (This is neither a negative nor positive assessment.)

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. Was this a competitive Contract?	YES			NO		
2. Role of contractor.	Prime			Sub		
3. Ability to meet quality standards specified for technical performance.	E	G	S	M	P	N
4. Compliance with contractual terms and conditions.	E	G	S	M	P	N
5. Quality/integrity of technical data/report preparation efforts.	E	G	S	M	P	N
6. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	G	S	M	P	N
7. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	G	S	M	P	N
8. Effectiveness of on-site management, including management of subcontractors?	E	G	S	M	P	N
9. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	G	S	M	P	N
10. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	G	S	M	P	N
11. Ability to successfully respond to emergency and/or surge situations.	E	G	S	M	P	N
12. Effectiveness of on-site management and control multidiscipline construction categories, including subcontractors.	E	G	S	M	P	N
13. Effectiveness of material management.	E	G	S	M	P	N
14. Effectiveness of acquisition management.	E	G	S	M	P	N
15. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	G	S	M	P	N
16. Contractor safety record.	E	G	S	M	P	N
17. Responsiveness regarding safety issues.	E	G	S	M	P	N

18. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E G S M P N
19. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E G S M P N
20. Ability to hire/apply a qualified workforce to this effort.	E G S M P N
21. Ability to retain a qualified workforce on this effort	E G S M P N
22. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E G S M P N
23. Have there been any indications that the contractor has had any financial problem?	E G S M P N
24. In summary, provide an overall rating for the work performed by this contractor.	E G S M P N

COMMENTS: Objective Comments/ concerns relating to this Offeror.

(Model Template)

*While this model template has been designed to be consistent with FAR 19.7, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this template may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable.

(TO BE SUBMITTED BY LARGE BUSINESSES)

(CONTRACTOR'S NAME)
(ADDRESS)

(N40085-09-R-5075)

(REQUEST FOR PAST PERFORMANCE INFORMATION FOR SOLICITATION N40085-09-R-5067, ARRA – P116, DESIGN/BUILD STEAM PLANT AREA DECENTRALIZATION, NAVAL STATION NORFOLK, NORFOLK, VA)

(Date Prepared)

Type of Report (Individual, Commercial, Master)

PLAN SUBMITTED BY:	
Signature: _____	Date: _____
Printed Name: _____	
Title: _____	
REVIEWED:	
_____ Small Business Specialist	_____ Date
REVIEWED:	
_____ Small Business Administration Procurement Center Representative	_____ Date
ACCEPTED:	
_____ Procuring Contracting Officer	_____ Date

Nov 2008

SUBCONTRACTING PLAN

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations SUBPART 19.7. The following goals are established for the Base Period and/or all Bid Items including all option periods. This contract does does not contain option periods. (Use Attachment (1) for showing the breakdown of the base year and option periods.) Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$ _____
(including options)
- b. Total Subcontracted \$ _____ % of 1.a.
(inclusive of all planned subcontracting to all businesses, regardless of size)
2. The following dollars and percentage goals are applicable to the contract cited above.
 - a. Large Business (LB) \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are large business concerns.

- b. Small Business (SB) \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns^{**}; contracts awarded under the AbilityOne Program (formerly Javits Wagner O'Day Act Contracts (JWOD)) to NISH and NIB; and awards to Alaskan Native Corporations (ANCs) and Indian Tribes that are not small businesses and that are not certified by the SBA as Small Disadvantaged Businesses (SDBs) where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SB and SDB credit. For further clarification on subcontracting with ANCs and Indian Tribes, see FAR 19.703(c) & FAR 52.219-9. (**This number includes all small businesses, including Small, SDB, WOSB, HUBZone, VOSB, SDVOSB concerns, and HBCU/MI.) (Include 2c., 2d., 2e., 2f., 2g., 2h., 2i., 2j., and 2k. below). Attach supporting rationale for goals less than 65.65%.

- Notes: (1) Lines 2.a + 2.b = 100% of Line 1.b.
 (2) Lines 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k are calculated against Line 1.b, the total value of overall subcontracting dollars.
 (3) Subcontracts to companies that qualify in multiple categories of SB must be reported under each category. For example: if you are planning to subcontract \$100,000 to company ABC, a woman-owned small disadvantaged business that is also a certified HUBZone SB, you will report \$100,000 on line 2b (SB), 2c (HUBZone SB), 2d (WOSB) and 2e (SDB).
 (4) The sum of 2c through 2k does not automatically equate to the value of 2b.
 (5) Designated HUBZone Small Businesses and SDB firms must be certified by SBA.

c. HUBZone SB \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are qualified HUBZone (Historically Underutilized Business Zone) small business concerns certified by SBA. Attach supporting rationale for goals less than 1.37%. (Included in 2b., above, as a subset.)

d. Woman-Owned SB \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are Women Owned Small Business concerns (WOSB). Attach supporting rationale for goals less than 14.68%. (Included in 2b., above, as a subset.)

e. Small Disadvantaged Business \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by Socially and Economically Disadvantaged individuals (SDB) certified by SBA. (Include in this category the planned subcontracting dollars to HBCU/MI shown in 2h. below, and the planned subcontracting dollars to ANCs and Indian Tribes shown in 2j below.) Attach supporting rationale for goals less than 16.27%. (Included in 2b., above, as a subset.)

f. Veteran-Owned SB \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by Veterans (VOSB). (Include in this category the planned subcontracting dollars to SDVOSB shown in 2g below.) Attach supporting rationale for goals less than 3.00%. (Included in 2b., above, as a subset.)

g. Service-Disabled Veteran-Owned SB \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by Service-Disabled Veterans (SDVOSB). Attach supporting rationale for goals less than 3.00%. (Included in 2b. and 2f., above, as a subset.)

h. Historically Black Colleges & Universities/Minority Institutions \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to Historically Black Colleges and Universities or Minority Institutions (HBCU/MI) as identified in FAR 26. (Included in 2b. and 2e., above, as a subset.)

i. AbilityOne (Formerly JWOD) \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to AbilityOne participating Nonprofit Agencies (sometimes referred to community rehabilitation programs, work centers, industries, or rehabilitation facilities). Per DFARS 219.703, subcontracts awarded to qualified non-profit agencies for the blind or severely disabled may be counted toward the small business subcontracting goal. (Included in 2b., above, as a subset.)

j. Alaskan Native Corporations & Indian Tribes \$ _____ % of 1.b.

Total planned subcontracting dollars under this contract will go to Alaskan Native Corporations (ANCs) and Indian Tribes that have not been certified by SBA as Small Disadvantaged Businesses (SDBs) where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SDB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2b. and 2.e., above, as a subset.)

k. Alaskan Native Corporations & Indian Tribes \$ _____ % of l.b.

Total planned subcontracting dollars under this contract will go to Alaskan Native Corporations (ANCs) and Indian Tribes that are not small businesses where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2b., above, as a subset.)

3. The following principal products and/or services will be subcontracted under this contract. Additional sheets may be added as required.

a. Products/services planned for subcontracting to LB concerns:

List firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____
_____	_____

b. Products/services planned to be subcontracted to SB concerns:

List firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____
_____	_____

c. Products/services planned to be subcontracted to HUBZone SB concerns:

List firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____

d. Products/services planned to be subcontracted to WOSB concerns:

List firm commitments below:

Name of Firm

Products or Services

e. Products/services planned for subcontracting to SDB concerns:

List firm commitments below:

Name of Firm

Products or Services

f. Products/services planned for subcontracting to VOSB concerns:

List firm commitments below:

Name of Firm

Products or Services

g. Products/services planned for subcontracting to SDVOSB concerns:

List firm commitments below:

Name of Firm

Products or Services

h. Products/services planned for subcontracting to HBCU/MIs:

List firm commitments below:

Name of Firm

Products or Services

i. Products/services planned for subcontracting to AbilityOne organizations (formerly JWOD):

List firm commitments below:

Name of Firm

Products or Services

j. Products/services planned for subcontracting to ANCs and Indian Tribes that have not been certified by SBA as Small Disadvantaged Businesses (SDBs). (See 2.j above for explanation):

List firm commitments below:

Name of Firm

Products or Services

k. Products/services planned for subcontracting to ANCs and Indian Tribes that are not small businesses. (See 2.k above for explanation.)

List firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____
_____	_____

(ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED)

- The following method was used to develop the above subcontracting goals. Include a statement explaining how the products and services to be subcontracted were established, how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, VOSB, SDVOSB concerns, HBCU/MIs, AbilityOne program participants, ANCs and Indian Tribes were determined, and how their capabilities were determined.

- Source lists utilized in making the determinations in 4, above are as follows:

- Indirect and overhead costs have have not been included in the goals specified in 1 and 2 above. If "have" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB concerns, and HBCU/MI, and the products and services planned:

- The following employee will administer the subcontracting program:

NAME:

ADDRESS:

TELEPHONE NO.: _____ FAX NO.: _____

EMAIL: _____

TITLE: _____

This individual's specific duties, as they relate to the firm's subcontracting plan, are general overall responsibility for this company's Small Business Program. This person should have knowledge of the federal small business programs and be knowledgeable about federal

procurement practices. If the prime decides to change the person in this position, they must notify the Contracting Officer and the Deputy for Small Business. The administrator is responsible for the development, preparation and execution of this subcontracting plan, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

- a. Developing and maintaining bidders lists of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, AbilityOne program participants, HBCU/MIs, ANCs, and Indian Tribes (hereafter referred to as the small business community) from all possible sources.
- b. Ensuring that procurement packages are structured to permit the small business community to participate to the maximum extent possible.
- c. Assuring inclusion of the small business community in all solicitations for products or services, which they are capable of providing.
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit the small business community participation.
- e. Ensuring periodic rotation of potential subcontractors on bidders lists.
- f. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by the small business community.
- g. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- h. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- i. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- j. Monitoring attainment of proposed goals.
- k. Preparing and submitting required periodic subcontracting reports.
- l. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- m. Coordinating the conduct of contractor's activities involving its small business subcontracting program.
- n. Additions to (or deletions from) the duties specified above are as follows:

8. The following efforts will be taken to assure that the small business community will have an equitable opportunity to compete for subcontracts.

- a. Outreach efforts will be made by identifying:
 - Contacts with minority and small business trade associations.
 - Contacts with business development organizations.
 - Attendance at small and minority business procurement conference and trade fairs.
- b. Sources will be requested from the *Central Contractor Registration (CCR)* website available at <http://www.ccr.gov/> on the Internet. Automated data base sources to be used, other than CCR, will be as follows.

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-
- c. The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted.

- (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (iii) Arrange interviews with the small business community.

d. Describe how your small business data base, source lists, guides, and other data will be maintained and utilized by buyers in soliciting subcontracts; e.g., rotation of firms in the data base, keeping data base current and useful, etc.

e. Additions to (or deletions from) the above listed efforts are as follows:

10. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns " will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns, who receive subcontracts in excess of \$550,000 (\$1,000,000 for Construction) will be required to adopt and comply with subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of P.L. 95-507 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review subcontracting program progress.

11. The offeror (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror (contractor) with the subcontracting plan and with FAR clause 52.219-8.

12. The offeror (contractor) agrees to:

- a. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS and FAR Clause 52.219-9;

1 st reporting period – Oct 1 through March 31	Submit NLT 30 April
2 nd reporting period – Oct 1 through September 30	Submit NLT 30 October

A separate "Final" ISR is required at contract completion.

Upon award of the contract, the identity of the individual(s) responsible for acknowledging receipt or rejecting the ISR and the SSR will be provided to the awardee.

- b. Ensure that its large business subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;

- c. Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first tier large business subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- d. Require that each large business subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its large business subcontractors with subcontracting plans.

***Note 1: If contract value is \$500,000,000 or more and the solicitation includes Clause 52.204-10, Reporting Subcontract Awards, ensure additional reporting requirements are met in eSRS in accordance with this clause.**

- 13. The offeror (contractor) agrees to maintain at least the following types of records to document compliance with this subcontracting plan:
 - a. Source lists, guides and other data identifying concerns in the small business community.
 - b. Organizations contacted to locate firms in the small business community.
 - c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating for each solicitation;
 - (i) whether concerns in the small business community were solicited, and if not, why not; and
 - (ii) reasons for the failure of the solicited concerns in the small business community to receive the subcontract award.
 - (iii) written designations from ANCs or Indian Tribes, in accordance with FAR 19.703, if applicable.
 - d. Records to support other outreach efforts, e.g., contacts with small business trade associations, business development organizations, and attendance at small business procurement conferences and trade fairs, and frequency of accessing CCR.

*****END OF PLAN*****

The original copy of this plan is included in the file and made a material part of the contract.

Copy to:
Small Business Specialist
SBA PCR

CONTRACT SUBMITTALS

In addition to submittal requirements identified elsewhere in the specifications and drawings, each awardee will be required to submit the following:

QUALITY CONTROL

In accordance with Specification Section 01450, the contractor is required to submit a General Quality Control Plan within twenty (20) calendar days after contract award for approval. After approval of the plan, the contractor is required to submit an original and six (6) copies of the approved plan to the Contracting Officer. For individual task orders, the contractor will be required to submit a supplemental project specific plan.

ACCIDENT PREVENTION PLAN

In accordance with Specification Section 01525, the contractor is required to submit a General Accident Prevention Plan within twenty (20) calendar days after award for approval. After approval of the plan, the contractor is required to submit an original and six (6) copies of the approved plan to the Contracting Officer. For individual task orders, the contractor will be required to submit a supplemental project specific plan.

ENVIRONMENTAL PROTECTION PLAN

In accordance with Specification Section 01575, the contractor is required to submit a General Environmental Protection Plan within twenty (20) calendar days after award for approval. After approval of the plan, the contractor is required to submit an original and six (6) copies of the approved plan to the Contracting Officer. For individual task orders, the contractor will be required to submit a supplemental project specific plan.

HEALTH AND SAFETY PLAN

In accordance with Specification Section 01525, the contractor is required to submit a General Health and Safety Plan within twenty (20) calendar days after award for approval. After approval of the plan, the contractor is required to submit an original and six (6) copies of the approved plan to the Contracting Officer. For individual task orders, the contractor will be required to submit a supplemental project specific plan.

INSURANCE REQUIREMENTS

Within 15 days after award of the basic contract, and within 15 days after award of each individual task orders under this contract, the Contractor shall furnish the KO a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-05, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.

Certificate of Insurance

The Certificate of Insurance shall provide for at least 30 days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.

Minimum Insurance Coverage

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

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage

Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes

Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers

Other as required by State Law

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9301 WILDLIFE PRESERVATION (Jun 1994)

NAVFAC is a designated **WILDLIFE SUPPORTER**. Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions:

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

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