Item No.	SUPPLIES OR SERVICE	Quantity	U/M	UNIT PRICE	AMOUNT IN US$	Delivery Date
00001	ICSG-0001	1	EA			08/30/2023
Demo						
00002	ICSG-0001	1	EA			08/30/2023
Construction						
00003	ICSG-0001	1	EA			08/30/2023
Utilities						
00004	ICSG-0001	1	EA			08/30/2023
ODC						
00005	ICSG-0001	1	EA			08/30/2023
Daily Cleanup/ Debres Removal						

1.0 SCOPE

The scope of this project is to renovate Building 41 on 1st floor Room 127 B, 2nd floor Rooms 211, 212, 214, 215 and 3rd floor Room 355 for Naval Surface Warfare Center (NSWC Crane), JXY. Project consists of removal and disposal of asbestos containing material, patch and paint walls, remove and replace carpets and cove base, remove vinyl tile floor, scarify existing floor, apply new epoxy flooring, disconnect

Terms:

Section A: Optional Form 308 or SF33

Section B: Supplies or Services Pricing or Cost (Line Items)

1. The following information pertains to the SF1442, Solicitation, Offer, and Award:

OMB Clearance Number 1103-0018

Block 8: Emailed, Hand carried or Overnight Express to:

UNICOR, FPI

ATTN: Jason Morgan, UNICOR Contracting Officer<(>,<)>

3301 LEESTOWN RD<(>,<)>

LEXINGTON, KY 40511

859-255-6812 EXT 3002

Block 17: LUMP SUM (ENTER THE AMOUNT IN SECTION B.

Block 24, and 27, See Section H.

GENERAL INTENTION: It is the intent of this solicitation to result in a Firm Fixed Price, Construction Type Contract for a project at the Naval Service Warfare Center (NSWC Crane) Building 41-1st floor acquisition office renovation, 2nd and 3rd floor modifications as outlined in the attached Statement of Work.

The solicitation is 100% set aside for small business. The North American Industrial Classification System (NAICS) Code applicable to this project is 236220, commercial and institutional buildings and related structure construction.

Contract Line Item: Offerors shall enter unit price and amount for contract line item.

QUESTIONS WILL ONLY be accepted in writing and WILL NOT BE ACCEPTED AFTER March 06, 2023 at 10:00 AM EST. Responses to questions and site visit sign in sheet will be posted via www.sam.gov

NO PHONE CALLS PLEASE.

SITE VISIT IS MANDATORY FOR AWARD.

SITE VISIT: A SITE VISIT WILL BE CONDUCTED ON February 23, 2023 at 12:00 PM.

If the site visit is requested by any prospective bidder, the attending participants will meet at Building 41 on the 1st floor Room 127B, 2nd floor Rooms 211, 212, 214, 215 and 3rd floor room 355 for located at the Naval Surface Warfare Center (NSWC Crane), JXY.

Proposal due date is March 20, 2023, at 2:00 PM EST. Late offers will not be accepted.

The Contractor shall inspect the site where services are to be performed. This site review shall satisfy the Contractor's need to identify all general and local conditions that may affect the cost of the contract. Failure to inspect the site will not constitute grounds for claims after contract award. Up to two (2) people per company may attend.

Company Name, Name of attendees, and phone number for attendees must be submitted with completed SECNAV Form for Base Access to Jason.Morgan2@USDOJ.GOV by 02/21/2022, at 10:00 AM EST.

NOTE: If you have clearance to access the base - you are still required to submit your names for the site visit by the deadline of 02/21/2022, at 10:00 AM EST. in order to attend the site visit.

Physical access to the Government's facility at Naval Support Activity (NSA), Crane shall be through the use of the Defense Biometric Identification System (DBIDS) and associated data processing/information services for purposes of protecting U.S./Coalition/allied government/national security areas of responsibility and information.

The contractor shall obtain employee personal identity verification credentialing (badge) by submitting to the NSA Crane Visitor Center, 103 Furlong St, Crane, IN 47522, form SECNAV 5512/1 (APR 2014), for each contractor employee. Upon Base Registrar authorization of form 5512/1

the contractor shall submit form NSA Crane 5512/47 DBIDS Badge Application Record to the NSWC Crane Security Division (812)-854-1213. The Contractor shall retrieve badges of employed personnel upon separation. A background check will be conducted as part of the process and two forms of identification are required. A visitor's pass will be provided if the background check is cleared. Please allow an significant time (1-2 hours) for the entire process.

PROJECT MUST BE COMPLETED BY 08/30/2023

PROJECT MAGNITUDE

Pursuant to paragraph 36.204 of the Federal Acquisition Regulation, the estimated cost of this acquisition is between $1,000,000 and $5,000,000.

THE FOLLOWING INFORMATION IS REQUIRED TO BE COMPLETED BY THE OFFEROR:

VENDOR'S Unique Entity Identifier:_____

VENDOR'S POINT OF CONTACT: _____

VENDOR'S TELEPHONE & FAX NUMBER: _____

VENDOR'S EMAIL ADDRESS: _____

VENDOR'S BUSINESS SIZE (i.e. SMALL,LARGE,ETC.): _____

By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database (System Award Management) prior to award, during performance and through final payment of any contract resulting from this solicitation.

_____ signature

''''''''

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

NMCI, RDT<(>&<)>E, phone and electrical from all existing cubicles, add new power panel, circuits and power drops, power poles connections, install new NMCI / RDT<(>&<)>E drops, new phone drops, build new enclosed telecommunication room, new breakroom and HVAC modifications. These renovations are required to improve the workspace area and building conditions.

2.0,,Acronym Table SEE ATTACHMENT 01

3.0,,APPLICABLE DOCUMENTS SEE ATTACHMENT 02

The following documents of the revision or issue in effect at the date of award, form a part of this SOW for reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

4.0 PERFORMANCE REQUIREMENTS

The Contractor shall furnish the required material, equipment and labor to renovate Building 41 on 1st floor Room 127 B, 2nd floor Rooms 211, 212, 214, 215 and 3rd floor Room 355. The Contractor shall utilize new material; no postconsumer or recovered material will be authorized for use. The Contractor shall adhere to all State and Federal building codes.

4.1 REQUIREMENTS

The scope of this project will be performed on first, second and third floors of B-41.

4.1.1 Room 127B

A) Demolition: There is existing cove base and carpet that shall be removed and discarded. There is no asbestos containing material identified.

B) Electrical: The Contractor shall disconnect electrical connections from the existing cubicles. The Contractor shall provide all electrical components required to supply power for the new cubicle and printer

station. Power pole and 20A, 120V circuit breaker shall be installed.

C) Flooring: New 24"x 24" tufted nylon carpet tiles shall be installed. Transition strips shall be installed in the doorways. Flooring shall be prepared as per manufacturers requirements prior to the new carpet installation. The Contractor shall install new 4" vinyl base cove. The Contractor shall provide carpet tile, cove base and transition strips samples (neutral colors, blues and greys) for selection after award. (CDRL A016)

D) Walls: All holes and imperfections within the walls of Room 127B shall be patched or filled. All damaged corners shall be patched, filled or repaired. The Contractor shall remove, store and re-install all wall mounted items to allow walls to be patched and painted. The Contractor shall apply at least 2 coats of new high quality paint and 1 coat of primer. New paint color shall be "Rising Tide", Valspar, 4008-3A. Reference Rooms 356 & 357 for the paint color. Contractor shall provide paint color samples for selection after award. (CDRL A016)

E) NMCI/ RDT<(>&<)>E and Phone: All NMCI, RDT<(>&<)>E and phone connections shall be disconnected from the existing cubicles, pulled back to the communication room and removed from the patch panel. The Contractor shall install new drops for NMCI, RDT<(>&<)>E Cat 6 and Phone for the new cubicle and printer station. The new drops shall be installed and punched down back in the appropriate communication room.

F) See Figure #1 and Figure #4.

4.1.2 Rooms 211, 212, 214 and 215

A) Demolition: Existing cove base and existing VCT in Rooms 211, 212 and 215 shall be removed and discarded. All floors in Rooms 211, 212 and 215 shall be scarified. There is no asbestos containing material identified.

B) Electrical: The Contractor shall provide all electrical components required to supply power for the new cubicles, new kiosks, existing cubicles, existing kiosks, printer stations, new collaboration area, new modular conference room, new break room area and new person call/meeting office added to the space in Room 211, Room 212 and Room 215.The Contractor shall disconnect existing cubicle and kiosk power poles and

connect new cubicle and kiosk power poles. The Contractor shall install a 1-pole, 20A,120V circuit breakers, #12 AWG THHN/THWN solid copper conductor, ¾" EMT hangers, ¾" EMT SS insulated connectors, 3/4" EMT SS couplings, ¾" EMT conduit and receptacle 15A duplex w/accessories and branch circuit. A new power feed 120V AC, 20A shall be installed to serve a 120V AC-24V DC transformer to serve the VAV controller in the New Modular Conference Room (Room 212).

C) HVAC: The Contractor shall provide HVAC improvements to exceed cooling and airflow available in the New Modular Conference Room (Room 212). New VAV box 600 CFM including HW coils, damper, actuator and thermostat shall be installed to supply the room. VAV box shall be located above the ceiling on the third floor due to the ceiling space above the second floor being too tight.
Use round duct, steel, galvanized, 10" diameter, 26 ga from VAV box to diffuser branches. Fire dampers shall be used where ducts pass through the floors. Duct access doors are needed to allow fire dampers inspection and maintenance. DDC Programming shall be installed with at least four points each VAV (Space temp, VAV discharge temp, VAV flow rate and HW valve position). Install controls wiring for the DDC Controller. Install a temperature sensor. Install a ball valve with actuator. Install a TAB for air (VAV box, supply diffusers, return grilles) and a TAB for water side (HW coils). Install HW piping extended from the existing HW loop. All HW piping shall have insulation. Diffuser, 4 way cone, 24" x 24", shall be installed at ceiling level. Install round duct, steel, galvanized, 8" diameter, 26 ga for diffuser branches. Use insulated (1" thick) flexible duct 14" diameter for diffuser runouts. Return grill, eggcrate, 24" x 24" shall be installed at ceiling level. Install round duct, steel, galvanized, 8" diameter, 26 ga from return grill back to plenum. All ductwork shall have insulation.

D) Flooring: The Contractor shall prep floor surface including, but not limited to; grinding, leveling, joint and cracks sealing, grinding all edges to within ¼" of all vertical surfaces. Apply new epoxy flooring of Seal Krete 1000, Rust-Oleum in Rooms 211, 212 and 215. Flooring shall be prepared as per manufacturers requirements prior to apply new epoxy flooring (primer coat, color coat with flake broadcast and top coat). Transition strips shall be installed in the doorways as appropriate.

New 4" vinyl base cove shall be installed in Rooms 211, 212 and 215. The Contractor shall provide samples for colors and style of cove base, new epoxy color and flake broadcast and transition strips (neutral colors, blues and greys) for selection after award. (CDRL A016)

E) Walls: All holes and imperfections within the walls of Rooms 211, 212, 214 and 215 and surrounding hallways shall be patched or filled. All damages corners shall be patched, filled or repaired. The Contractor shall remove, store and re-install all wall mounted items to allow walls to be patched and painted. The Contractor shall apply at least 2 coats of new high quality paint and 1 coat of primer in Rooms 211, 212, 214 and 215 and surrounding hallways. New paint color shall be "Rising Tide", Valspar, 4008-3A. Reference Rooms 356 & 357 for the paint color.
Contractor shall provide paint color samples for selection after award. (CDRL A016)

F) NMCI, RDT<(>&<)>E and Phone: All NMCI, RDT<(>&<)>E and Phone connections shall be disconnected from the existing cubicles, kiosks and printer stations, pulled back to the communication room and removed from the patch panel.
The Contractor shall install new drops for NMCI, RDT<(>&<)>E Cat 6 and Phone drops to accommodate new cubicles, kiosks and printer stations in Rooms 211, 212 and 215. Kiosks will not require phone drops. The Contractor shall install new NMCI, RDT<(>&<)>E and Phone wall jacks CAT 6 on the Collaboration area, Modular Conference Room and Person Call/Meeting Office. The new drops shall be installed and punched down back in the appropriate communication room.

G) Breakroom: 13'-2" of new base cabinets with Formica countertop and cabinet door and drawer pulls shall be
provided and installed. 5' of new upper wall cabinets shall be provided and installed to include a microwave shelve<(>,<)>
cabinet doors and drawer pulls. Figure #5 and Figure #6. Contractor shall provide cabinet and Formica countertop
samples for selection after award. (CDRL A016)

H) Cabinetry for Storage Area: 9'-6" of new base cabinets with Formica

countertop and cabinet door and drawer

pulls shall be provided and installed.

Figure #5 and Figure #7. Contractor shall provide cabinet and Formica

countertop samples for selection after award. (CDRL A016)

I) See Figure #2, Figure #5, Figure #6 and Figure #7.

4.1.3 Room 355

A) Demolition: Existing cove base and existing carpet in Room 355 shall

be removed and discarded. The Contractor shall remove and dispose

asbestos containing material identified on tan carpet mastic with black

mastic under the existing carpet. The carpet shall also be abated since

it is considered contaminated with asbestos floor mastic (floor mastic

is partially adhered to the carpet).

B) Electrical: The Contractor shall provide all electrical components

required to supply power for the new cubicles, new kiosks, existing

cubicles, existing kiosks, printer stations, new collaboration area, new

modular conference rooms and new person call/meeting office added to the

space in Room 355A and to serve HVAC system in the New Modular

Conference Room. The Contractor shall disconnect power from existing

cubicles and connect power to new cubicles. The Contractor shall install

1-pole, 20A,120V circuit breakers, 3-pole, 90A. 480V circuit breaker,

225A main breaker 120/208V 3P-4W panel board, 3-phase 480V pri-120/208V

Sec 75 KVA dry-type transformer, 3-pole, 480 V, 100A enclosed circuit

breaker, 2-1/2" EMT conduit, 2-1/2" EMT SS coupling, 3" EMT SS insulated

connector, 2-1/2" EMT 90 elbow, 2-1/2" EMT hanger, #4/0 AWG THHN/THWN

stranded copper, conductor, #3 AWG THHN/THWN stranded copper conductor,

¾" EMT conduit, ¾" EMT SS coupling , ¾" EMT SS Insulated connector, ¾"

EMT hanger, #12 AWG THHN/THWN solid copper conductor and Receptacle 15A

duplex w/accessories and branch circuits. The Contractor shall utilize

as many of the existing circuits as possible to feed the new cubicles.

Contractor shall rewire new cubicles and workstations to 3 cubicles per

circuit. New power for cubicle area shall be fed from new power poles

from the suspended ceiling. All new circuits shall be ran above the

suspended ceiling.

A new power feed 120V AC, 20A shall be installed to serve a 120V AC-24V DC transformer to serve the VAV controller in the New Modular Conference Room.

A 225A main breaker 120/208V 3P-4W panel board and its components to supply power to the new cubicles and kiosks shall be located in a wall of the new enclosed telecommunication room face outward into the open office area. This panel board shall supply power to the mini-split HVAC unit for the new enclosed telecommunication room. All wiring shall ran from indoor mini-split HVAC unit to outdoor unit and wiring to outdoor unit from the new panel board.

C) HVAC: The Contractor shall provide HVAC improvements to exceed cooling and airflow available in the New Modular Conference Room. VAV box 1250 CFM including HW coils, damper, actuator and thermostat shall be installed to supply the room. Use round duct, steel, galvanized, 16" diameter, 24 ga from VAV box to diffuser branches. DDC Programming shall be installed with at least four points each VAV (Space temp, VAV discharge temp, VAV flow rate and HW valve position). Install controls wiring for the DDC Controller. Install a temperature sensor. Install a ball valve with actuator. Install a TAB for air (VAV box, supply diffusers, return grilles) and a TAB for water side (HW coils). Install HW piping extended from the existing HW loop. All HW piping shall have insulation. Diffusers, 4 way cone, 24" x 24", shall be installed at ceiling level. Install round duct, steel, galvanized, 12" diameter, 26 ga for diffuser branches. Use insulated (1" thick) flexible duct 14" diameter for diffuser runouts. Return grill, eggcrate, 24" x 24" shall be installed at ceiling level. Install round duct, steel, galvanized, 12" diameter, 26 ga from return grill back to plenum. All ductwork shall have insulation.

D) Flooring: New 24"x 24" tufted nylon carpet tiles shall be installed. Flooring shall be prepared as per manufacturers requirements prior to the new carpet installation. Transition strips shall be installed in the doorways as appropriate. The Contractor shall install new 4" vinyl cove base. The Contractor shall provide carpet tile, cove base and transition strips samples (neutral colors, blues and greys) for selection after award. (CDRL A016)

E) NMCI/ RDT<(>&<)>E and Phone: All NMCI, RDT<(>&<)>E and phone connections shall be disconnected from the existing cubicles and printer stations, pulled back to the communication room and removed from the patch panel. The Contractor shall install new drops for NMCI, RDT <(>&<)>E Cat6 and Phone to accommodate new cubicles, kiosks and printer stations in Room 355A. Kiosks will not require phone and RDT<(>&<)>E drops. The Contractor shall install new NMCI, RDT<(>&<)>E Cat 6 and Phone on new Modular Conference Rooms and Person Call/Meeting Office. The new drops shall be installed and punched down back in the new enclosed telecommunication room.

F) Enclosed Telecommunication Room:

The Contractor shall construct a new enclosed telecommunication room to accommodate new network and phone equipment. Figure # 8.The Contractor shall comply with the Unified Facilities Criteria (UFC) 3- 580-1 TELECOMMUNICATIONS INTERIOR INFRASTRUCTURE PLANNING AND DESIGN (1-JUNE-2016).

F.1 Architectural

·„Construct 3-5/8”metal stud walls.
·„Install 5/8” drywall (Hang, tape, and finish).
·„Paint all new walls 2 coats eggshell white color.
·„Install a painted 3’-0” x 7’-0” hollow metal entry door with appropriate ADA lock and hardware with knock down metal jamb.
·„Provide and install new 4’ x 6’ x ¾” thick sheet of plywood fire rated for the new phone equipment.
·„The telecommunication room shall be enclosed up to the existing ceiling.
·„Existing sprinklers shall be aligned on the interior of the telecommunication room.
·„Existing lights shall be aligned on the interior of the telecommunication room.
·„Existing concrete floor shall be cleaned and finished to accommodate the new network and phone equipment.

F.2 HVAC

The Contractor shall install an indoor wall mounted ductless mini split system, 6000 BTU. Refrigerant piping shall go through roof to outdoor unit. A condensate pump shall be installed from indoor wall unit to the nearest drain. An outdoor unit shall be mounted on roof in and wind baffles around outdoor unit.

F.3 Electrical

The Contractor shall provide all electrical components required to supply power to three cabinets to be utilized for NMCI, RDT<(>&<)>E and Phone and to supply power to the mini-split HVAC unit. The Contractor shall install a standard quad receptacle outlet in each of the three cabinets. The Contractor shall install a 100A panel to be utilized only for the three cabinets. The Contractor shall install a new 225A electrical panel to supply power to the workstations and the mini-split HVAC unit as indicated in Section 3.1.3. Room 355. The Contractor shall install a stand-alone light switch to isolate the lighting in the telecommunication room versus the lightings in the rest of Room 355. A 4" diameter EMT conduit shall be install on top of each of the three cabinets in the data closet. Each conduit shall terminate just above the ceiling and shall serve as a path for data cables to run from the ceiling area down into the cabinets.

G) See Figure #3 and Figure # 8.

H) Walls: All holes and imperfections within the walls of Room 355 shall be patched or filled. All damages corners shall be patched, filled or repaired. The Contractor shall remove, store and re-install all wall mounted items to allow walls to be patched and painted. The Contractor shall apply at least 2 coats of new high quality paint and 1 coat of primer in Room 355. New paint color shall be "Rising Tide", Valspar, 4008-3A. Reference Rooms 356 & 357 for the paint color. Contractor shall provide paint color samples for selection after award. (CDRL A016)

The following requirements listed, but not limited to, are not

applicable to this project:

A),,New FF<(>&<)>E, existing cubes, existing kiosks and printer stations will be provided and installed by others and are not part of this Contract.

B),,Existing FF<(>&<)>E and printer stations will be disassembling by others and are not part of this Contract.

Additional Notes:

A),,Contractor shall provide a Weekly Production Reports every Monday (CDRL A006).

B),,Contractor shall clean the worksite at the end of each work day. The Contractor shall dispose of any scrap material and clean any spills that may occur.

C),,Contractor shall supply Operation and Maintenance (O<(>&<)>M) manuals (CDRL A007) and as-built drawings for all equipment installed.

D),,Contractor shall provide training for all systems installed.

E),,Contractor shall provide a complete Bill of Materials (BOM) before material is purchased for approval by RTA (CDRL A016).

F),,Contractor shall disconnect all NMCI, RDT<(>&<)>E, Phone and Electrical connections prior existing FF<(>&<)>E and printer stations being disassembled.

G),,Contractor shall connect all NMCI, RDT<(>&<)>E, Phone and Electrical after new FF<(>&<)>E, existing cubes, existing kiosks and printer stations being installed.

H),,The Contractor shall provide to the COR all Networking and Phone testing results after cables being installed. (CDRL A006)

I),,The Contractor shall label all RDT<(>&<)>E, NMCI, Phone jacks after

being installed.(CDRL A006)

J),,The Contractor shall provide an as-built drawings with all Networking and Phone jacks numbers/labels.(CDRL A012)

K),,The Contractor shall repair, patch, prime and paint all drywall sections where NMCI, RDT<(>&<)>E and Phone jacks being removed.

L),,The Contractor shall repair, patch, prime and paint all drywall sections where receptacles being removed.

M),,The Contractor shall submit to the COR a Visual Clearance Form, worker personal air monitoring results, clearance air monitoring results, and asbestos waste manifest after asbestos abatement being completed. (CDRL A015)

N),,The Contractor shall provide access to all personnel working on Rooms 213, 214, and 218 during renovations.

O),,The Contractor shall coordinate with the RTA and Building 41 POC to get access to Room 214.

P),,The Contractor shall provide 5 percent (%) of total square yards of each carpet type, pattern, and color for future maintenance. The extra carpets shall be wrapped and clearly labeled with manufacturer's name, brand name, size and project related information including project name and room number. (CDRL A016).

4.2 Installation Access

Physical access to the Government's facility at Naval Support Activity (NSA), Crane shall be through the use of the Defense Biometric Identification System (DBIDS) and associated data processing/information services for purposes of protecting U.S./Coalition/allied government/national security areas of responsibility and information. The contractor shall obtain employee personal identity verification credentialing (badge) by submitting to the NSA Crane Visitor Center, 103 Furlong St, Crane, IN 47522, form SECNAV 5512/1 (APR 2014), for each contractor employee. Upon Base Registrar authorization of form 5512/1

the contractor shall submit form NSA Crane 5512/47 DBIDS Badge Application Record to the NSWC Crane Security Division (812)-854-1213. The Contractor shall retrieve badges of employed personnel upon separation.

Each employee shall affix their badge on their person above the waste at all times while on the Activity. Badges may only be removed for safety reasons and must be reaffixed when work is completed.

DBIDS information can be found at the following website:

http://dbids.dmdc.mil/

For Contract employees or subcontractors requiring infrequent access to the Activity, one day temporary passes MAY be authorized. Requests for temporary passes shall be submitted to the COR at least 2 working days prior to the requested base access day.

Be advised that the DBIDS process and temporary pass process both involve a background check. Persons with a Felony conviction in the last 10 years will not be issued badges or passes.

Individuals supporting these efforts shall comply with the latest security regulations applicable to the government facility/installation.

a.,,Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement.

b.,, All contractor persons engaged in work while on government property shall be subject to inspection of their vehicles at any time by the government, and shall report any known or suspected security violations to the local host Security Department.

Failure to obtain entry approval will not affect the contract price or the time of completion.

4.3 Program Management

The Contractor shall comply with the manufacturer's recommendations in installation of all materials and equipment. The Contractor shall be responsible for field verification of actual conditions prior to commencement of work. The Contractor shall be responsible for quality control of all work that is performed via this task order. The Contractor is responsible for compliance with the U.S. Army Corps of

Engineers Safety and Health Requirements Manual, EM 385-1-1, and shall maintain a safe working environment at all times during the performance of this task order. Although this document is intended to identify all significant features of work to be accomplished in the performance of this task order, it should not be considered absolutely inclusive of all minor tasks required for completion of the major work described herein.

4.3.1 Design and Construction Quality Control (QC) Plan

The Contractor shall establish and maintain a Quality Control program that is administered by a Design and Construction Quality Control organization, using Quality Control (Design and Construction) Plans, (CDRL A004) Commissioning Plans and Reports, meetings, a Coordination and Mutual Understanding Meeting, three phases of control, submittal review and approval, testing, completion inspections, and QC certifications, Inspections in accordance with Section 01 45 00.10 20 QUALITY CONTROL FOR MINOR CONSTRUCTION and documentation necessary to provide design, materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this Contract. The QC program must cover on-site and off-site work. (CDRL A006) No construction work or testing may be performed unless the Contractor's QC Manager is on the work site. QC Manager must be an individual with a minimum of 10 years combined experience as a superintendent, inspector, QC Manager, project manager, or construction manager on similar size and type construction contracts which included the major trades that are part of this contract.

4.3.2 Inspection Benchmarks

A) Periodic quality/ safety checks at Government determined frequency.

B) NMCI, RDT<(>&<)>E, Phone and electrical disconnections (Existing cubicles and kiosks ready to be disassembled and removed from the workplace)

C) Pre-carpeting installation (Existing vinyl composite tiles (VCT), existing carpet removed, asbestos containing material removed and concrete surface flooring completion prior to install new carpet)

D) Pre-painting (Walls patched or filled prior to apply paint)

E) Inspect floor preparation (prior to epoxy installation)

F) NMCI, RDT<(>&<)>E, Phone and electrical connections (After new FF <(>&<)>E and existing FF<(>&<)>E being installed)

G) Pre-Final

The Government and QC Manager will perform this inspection to verify that the facility is complete and ready to be occupied. A Government "Pre-Final Punch List" will be documented by the QC Manager as a result of this inspection. The QC Manager will ensure that all items on this list are corrected prior to notifying the Government that a "Final" inspection with the Client can be scheduled. Any items noted on the "Pre-Final" inspection must be corrected in a timely manner and be accomplished before the contract completion date for the work or any particular increment thereof, if the project is divided into increments by separate completion dates.

H) Final (At completion)

Notify the COR at least 5 working days prior to the date a final acceptance inspection can be held. State within the notice that all items previously identified on the pre-final punch list will be corrected and acceptable, along with any other unfinished Contract work, by the date of the final acceptance inspection. The Contractor must be represented by the QC Manager, the Project Superintendent, and others deemed necessary. Attendees for the Government may include the PCO, COR, Construction Management personnel, and personnel representing the Client.

4.4 Safety and Health

4.4.1 Activity Hazard Analysis (AHA)

Before beginning each activity, task, or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor

is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. Format the AHA in accordance with EM 385-1-1, Section 1 or as directed by the KO. Submit the AHA for review within 10 working days after the PAK meeting. (CDRL A002) The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

4.4.2 Standard Lift Plan (SLP)

Plan lifts to avoid situations where the operator cannot maintain safe control of the lift. Prepare a written SLP in accordance with EM 385-1-1, Section 16.A.03, and using Form 16-2 for every lift or series of lifts (if duty cycle or routine lifts are being performed). Submit SLP to the COR for approval within 5 working days in advance of planned lift (CDRL A013).

4.4.3 Accident Prevention Plan

Contractor shall provide a site-specific Accident Prevention Plan (APP), including Activity Hazard Analyses (AHA), in accordance with EM 385-1-1 Appendix A, paragraph 3.k for the design team to follow during site visits and investigations. For subsequent visits, update the form if there are changes in the personnel who will be attending, or the tasks to be performed. Submit the APP for review and acceptance by the Government within 10 days after the PAK meeting. (CDRL A003)

4.4.4 Accident/Incident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR within 10 minutes after incident occurs. (CDRL A010)

For Navy Projects, complete a near miss report (CDRL A010). Near miss reports are considered positive and proactive Contractor safety management actions.

The Contractor shall maintain an accurate record of and shall report to

the COR within 10 minutes, all damages to Government Owned Equipment and Facilities as prescribed by OPNAVINST 5102.1. (CDRL A011)

4.5 Waste Management Plan

The Contractor shall submit a waste management plan within 10 days after the PAK meeting. In accordance with UFGS 01 74 19 Construction and Demolition Waste Management. The plan must demonstrate how the project waste diversion goal is met and plan must include the following: (CDRL A005)

·,,Ensure Hazardous Waste is labeled, handled and stored in accordance with the Safety Data Sheets (SDS) and regulations.

·,,The Contractor shall contact the COR to set up a temporary hazardous waste storage area. This storage area shall not exceed 60 days.

·,,The Contractor shall immediately notify Emergency Dispatch at (812) 854-2529, and COR for any hazardous material spillage.

·,,The Contractor shall be responsible for clean-up efforts in accordance with 40 CFR 300 and shall provide verbal and written notifications to the COR (CDRL A008) as required by 40 CFR 355.

·,,Any unforeseen hazardous material is found or suspected to be hazardous material, the contractor shall notify the COR. (CDRL A009) Stop work and wait for the government for instructions.

·,,The Contractor shall maintain records to document the quantity of waste generated. The contractor shall make the records available to the COR during construction, and a copy of the records must be delivered to the COR upon completion of the construction. (CDRL A005)

4.6 Environmental

4.6.1 The Contractor shall not use any asbestos containing material (ACM) at any time during the construction. The Contractor shall verify that all materials, including those supplied by third parties, are

asbestos free.

·„A written certification letter shall be provided by the Contractor to the Contract Officer certifying that the finished work is asbestos free. A signed letter-head stating," to the best of my knowledge, no ACBM was used as a building material in the building" may suffice, per 40 CFR part 763.99 (a)(7). (CDRL A015)

·„The Contractor shall submit SDS for any suspect materials to the Contract Officer

4.6.2 Provide protection of areas and spaces not to be painted. Prior to surface preparation and coating applications, remove, mask, or otherwise protect such items not to be coated that are in contact with surfaces to be coated. Following completion of painting, reinstall removed items by workmen skilled in the trades. Restore surfaces contaminated by coating materials, to original condition and repair damaged items.

4.6.3 Comply, at minimum, with manufacturer recommendations for space ventilation during and after paint application. Isolate area of application from rest of building when applying high-emission paints or coatings.

4.6.4 Do not apply coating when air or substrate conditions are:
·„Less than 3 degrees C 5 degrees F above dew point;
·„Below 10 degrees C 50 degrees F or over 35 degrees C 95 degrees F, unless specifically pre-approved by the Contracting Officer and the product manufacturer.

4.6.5 Do not use materials having a lead content over 0.6 percent by weight of nonvolatile content.

4.6.6 All coatings containers used to apply the contents therein to a surface directly from the container by pouring, siphoning, brushing, rolling, padding, ragging, or other means shall be closed when not in use.

4.6.7 Containers of any Volatile Organic Compound (VOC) containing materials used for thinning and cleanup shall be closed when not in use.

4.6.8 Compliance with the VOC content limits shall not exceed the following limits: flat coatings (0.835 lb VOC/gal), non-flat coatings (1.25 lb VOC/gal), non-flat-high-gloss coatings (2.09 lb VOC /gal) and floor coatings (2.09 lb VOC/gal), as per coating category identified in 326 IAC 8-14-3. The Contractor shall provide chemical products Safety Data Sheets (SDS) to show compliance with VOC content limit.

4.6.9 Do not, under any circumstances, violate the manufacturer's application recommendations.

4.6.10 All technicians conducting work on HVAC<(>&<)>R systems that could result in a release of refrigerant must be certified as a Section 608 Technician. Copies of technician certifications must be provided to the Contracting officer at least 14 days prior to working on equipment containing refrigerant. Products containing Ozone Depleting Substance (ODS) and non-exempt substitute refrigerants in a sealed, self-contained system shall be disposed of in accordance with 40 CFR 82. The full refrigerant charge, in pounds, of the installed HVAC<(>&<)>R systems must be provided to the RTA. This full charge value must also be permanently marked at the system.

4.6.11 Recovered Class I ODS and Hydrochlorofluorocaron (HCFC-22) is property of the government and must be returned to the Navy's ODS reserve. The Contractor must notify the RTA to arrange for delivery of the refrigerant to Crane's repository at B2748.

4.6.12 New HVAC<(>&<)>R systems must use EPA Significant New Alternative Policy (SNAP) approved refrigerant with an ozone depleting potential of zero. New HVAC<(>&<)>R equipment (both mission-critical and non-mission-critical) must not contain Class I or II substances. Low-global-warming-potential refrigerants should be selected when feasible.

4.6.13 The Contractor shall contain the workspace area before asbestos abatement begins by installing critical barriers at the doorways and any

other openings to the affected rooms. The affected rooms shall be under negative air pressure and vented outside.

4.7 Closeout Submittals

As-built drawings are developed and maintained by the Contractor and depict actual conditions, including deviations from the Contract Documents. These deviations and additions may result from coordination required by, but not limited to: contract modifications; official responses to Contractor submitted Requests for Information; direction from the COR; designs which are the responsibility of the Contractor, and differing site conditions. Maintain the as-built throughout construction as red-lined hard copies on site. These files serve as the basis for the creation of the record drawings. Other closeout submittals may include, but not limited to, warranty documentation, operation & maintenance manuals, manifests, testing results, equipment training report, as applicable. All applicable documents shall be submitted to the RTA and COR before project is complete and final payment is issued.

·,,The record drawings are the final compilation of actual conditions reflected in the as-built drawings.
·,,Provide and maintain two black line print copies of the PDF contract drawings for As-Built Drawings in accordance with FC 1-300-09N. At a minimum of 5 working days prior to Beneficial Occupancy Date (BOD), certify both sets of as-built drawings as correct, sign, and submit the As-Built Drawings for COR approval. (CRDL A012)

4.8 Warranty Management Plan

Develop a warranty management plan which contains information relevant to FAR 52.246-21. At least 10 working days before the planned pre-warranty conference, submit one set of the warranty management plan. Include within the warranty management plan all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan must be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as

indicated below must include due date and whether item has been submitted or was accomplished. The construction warranty period will begin on the date of project acceptance and continue for the full product warranty period. A joint 4 month and 9 month warranty inspection will be conducted, measured from time of acceptance, by the Contractor, COR, and the Customer Representative. (CDRL A007)

5.0 TECHNICAL DATA DELIVERABLES SEE ATTACHMENT 03

6.0 SPECIAL CONDITIONS

6.1 Contracting Officer's Representative (COR)

The COR is the point of contact for non-substantiated communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s).

6.2 Requiring Technical Activity (RTA)

The RTA contacts are Functional Managers, Task Managers, and project leads. RTAs do not have the authority to direct Contractor personnel or change the requirements of this order(s) or change the requirements of any TO(s). RTA's shall be copied on each CDRL deliverable identified.

6.3 Safety and Health

The requirements of this order may require Contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The Government will provide Standard Operating Procedures (SOP) when applicable. The Contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The Contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements. Any Contractor employee exhibiting unsafe behavior may be removed from the NSWC Crane site. Such removal shall not relieve the Contractor from

meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

6.4 Hazardous Materials

6.4.1 The Contractor will provide a responsible party for the handling of the hazardous materials and the respective SDS. This responsibility includes proper training in the handling and disposal of the hazardous materials.

6.4.2 The Contractor shall submit an Asbestos Abatement Plan to the COR. (CDRL A015)

6.4.3 Smoke detectors containing Americium-241 or other commodities that contain radioactive material shall be turned over to the NSWC Crane Radiation Safety Office (phone 812-854-6839 or 812-854-1888) for disposal through the Navy Low Level Radioactive Waste program.

6.5 Control of Contractor Personnel

Contractor personnel shall physically access government facilities and installations for purposes of site visitation, meeting attendance, supervisory and work performance within government spaces (either temporary or permanent). Individuals supporting these efforts shall comply with the latest security regulations applicable to the government facility/installation.

a) Depending on the facility/installation regulations, Contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement.

b) All Contractor persons engaged in work while on government property shall be subject to inspection of their vehicles at any time by the government, and shall report any known or suspected security violations to the local host Security Department.

c) All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at

any time by the Government, and shall report any known or suspected security violations to the NSWC Crane Security Department.

d) Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of
the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct.

e) All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J (Standards of Conduct and Government Ethics).

f) Prior to conducting work under this contract, the Contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, social security numbers, job titles, and official birth certificates. This list shall be updated within forty-eight hours after changes occur.

g) Any photography on base is not permitted without prior approval and photography permit request submitted to the COR. Permit request must be approved and signed by the COR prior to any photos being taken. All photos taken, after approval, must be analyzed and approved prior to release.

h) Restricted Areas - visitor control and surveillance of personnel in a restricted area requires security consciousness and is the responsibility of all personnel working in the area.

6.7 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR within 10 minutes after an incident occurs. (CDRL A010)

6.8 Smoking Regulations

Smoking on NSWC Crane, Crane, IN premises shall be in approved areas only in accordance with NSACRANEINST 5100.13A (NSA Crane Smoking and Tobacco Use). Smoking in vehicles is prohibited.

6.9 Damage Reporting

The Contractor shall maintain an accurate record of and shall report to the COR (within 10 minutes) all damages to Government Owned Equipment and Facilities as prescribed by OPNAVINST 5102.1. (CDRL A011)

6.10 Investigations

Contractor employees shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

6.11 Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.12 Hours of Operation

NSWC Crane core duty hours for on-site Contractor personnel and the Contractor's liaison facility personnel assigned to this effort are 0900 to 1430 hours, Monday through Friday, during regular Government workdays.

Government personnel are afforded a flextime schedule that allows a starting time between the hours of 0600 and 0900, with a quitting time between the hours of 1430 and 1800 depending on the applicable work schedule. Contractors are required to work during Government work hours in accordance with company timekeeping policies. Exceptions may be approved by the COR if requested by the Contractor.

6.12.1 Closed Days

All closed days will be designated by the Commander, NSA Crane. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSA Crane during designated closed days.

6.12.1.1 Inclement Weather

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification

of the closing will be broadcast over local radio and television stations.

6.13 Licenses, Certifications, and Training

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

6.14 Contractor Identification

This contract is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence. Contractor shall provide a Contractors Personnel Roster. (CDRL A001)

6.15 Post Award Meetings

A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at award). The Contractor will be given at least five working days' notice prior to the date of the meeting by the Contracting Officer. The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the contract. A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of

performance. The Contractor will be given at least five working days' notice prior to the date of the meeting by the COR.

7.0 PLACE OF PERFORMANCE

The primary work site will be Naval Surface Warfare Center Crane Division, Bldg. 41, 300 Highway 361 Crane, IN 47522.

8.0 PERIOD OF PERFORMANCE

Contract Required Completion Date 30 AUG 23

FIGURE 1.0 SEE ATTACHMENT 04

FIGURE 2.0 SEE ATTACHMENT 05

FIGURE 3.0 SEE ATTACHMENT 06

FIGURE 4.0 SEE ATTACHMENT 07

FIGURE 5.0 SEE ATTACHMENT 08

FIGURE 6.0 SEE ATTACHMENT 09

FIGURE 7.0 SEE ATTACHMENT 10

FIGURE 8.0 SEE ATTACHMENT 11

Section D: Packaging and Marking

PRESERVATION, PACKING AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with
commercial practice, and shall be paid by the contractor. All packaging, postage fees and payment
related to submitting information, forms and reports, etc. to the Government (i.e. Contracting

Officer, Contracting Officer's Representative) shall be paid by the

Contractor.

MARKING

All information submitted to the Contracting Officer or the Contracting

Officer's Representative

shall clearly indicate the contract number and task order number, if

applicable, for which the

information is being submitted.

Section E: Inspection and Acceptance

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible, as applicable, for: receiving all deliverables,

inspecting and accepting

the supplies or services provided hereunder in accordance with the terms

and conditions of this

contract; providing direction to the contractor which clarifies the

contract effort, fills in

details or otherwise serves to accomplish the contractual Scope of Work;

evaluating performance;

and certifying all invoices/vouchers for acceptance of the supplies or

services furnished for

payments. Also, see Section H.3 of the solicitation.

52.236-5 Material and Workmanship (APR 1984)

52.246-12 Inspection of Construction. (Aug 1996)

Section F: Delivery & Performance

PERFORMANCE SITE

Naval Surface Warfare Center Crane Division, Bldg.

41-1st floor Acquisition office renovation, 2nd and 3rd floor

modifications 300 Highway 361 Crane, IN 47522

FAR 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

For each building, the Contractor shall be required to (a) commence work under the awarded contract within 10 calendar days of receipt of task order, and (b) prosecute the work diligently. The time stated for completion shall include final cleanup of the premises.

(End of clause)

Alternate I (Apr1984)

CONTRACT PERIOD OF PERFORMANCE

The period of performance will be from date of award through 08/30/2023

Section G Contract Administration Data:

FEDERAL GOVERNMENT HOLIDAYS

The following is a list of Federal Holidays observed by the Government:

Washington's Birthday (3rd Monday in February)

Memorial Day (last Monday in May)

Juneteenth (JUN 19)

Independence Day (JUL 4)

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in OCT)

Veteran's Day (November 11th)

Thanksgiving (4th Thursday in November)

Christmas (DEC 25)

ADMINISTRATIVE INFORMATION

A. ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT AWARD AND ADMINISTRATION

1. Administration of this contract shall be performed by:

Jason Morgan, Contract Specialist

Telephone: 1-800-827-3168 ext 3002

E-mail: jason.morgan2@usdoj.gov

Address:

UNICOR, Federal Prison Industries

Attn: Jason Morgan, UNICOR Contracting Officer

3301 LEESTOWN RD

LEXINGTON, KY 40511

Written communications shall make reference to the contract number and

shall be mailed to the above

address, or sent via Email to jason.morgan2@usdoj.gov

Administrative Contracting Officer is Jason Morgan at

jason.morgan2@usdoj.gov

The Contracting Officer (CO) has the overall and primary responsibility

for the administration of

this Contract. The CO alone, without delegation, is authorized to take

actions on behalf of the

Government to: modify or deviate from the contract terms, conditions,

requirements<(>,<)>

specifications, details and/or delivery schedules; make final decisions

involving deductions from

contract payments or other consideration due to the Government, for

nonperformance or

unsatisfactory performance, whether or not in dispute; terminate the

contract for convenience or

default; issue final decisions regarding contract questions or matters

under dispute. The CO may

delegate certain other responsibilities to an authorized representative.

JAR 2852.201-70, CONTRACTING OFFICER'S REPRESENTATIVE

a) The following are hereby designated to act as Contracting Officer's

Representative (COR)

under this contract:

Joseph Regan, Program Analyst

Acquisition & Construction Management Branch

Naval Surface Warfare Center, Crane Division, (NSWC Crane)

Code 1022, Bldg. 2

300 Highway 361

Crane, IN 47522-5001

Ph:812-854-2639

DSN: 482-2639

Email: joseph.p.regan.civ@us.navy.mil

(b) The COR is responsible, as directed by the CO, for: 1. receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; 2. providing direction to the contractor which clarifies the contract effort; 3. fills in details or otherwise serves to accomplish the contractual Scope of Work; 4. evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

(c) The COR does not have the authority to alter the contractor's obligations under the contract<(>,<)> and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

CONTRACTOR'S PROJECT SITE MANAGER

The Contractor shall provide a full time Project Site Manager for all construction and/or installation activities associated with each facility. The Project Site Manager shall be present in the work area whenever work is being performed.

Contractor's Project Site Manager shall provide signed and dated resume to include a copy of certifications for credentialed professionals.

In the event of replacement of Project Site Manager, the Contractor is required to replace the individuals listed below with individuals of comparable qualifications.

CONTRACTOR'S PROJECT SUPERINTENDENT

The Contractor shall appoint a Project Superintendent who will be the Contractor's authorized representative for technical and administrative performance of all services required hereunder. The supervisor shall provide the single point of contact through which all Contractor and Government communications, work, and technical direction shall flow. The supervisor shall receive and execute, on behalf of the Contractor, such technical direction as the COR may issue within the terms and conditions of the Contract. All administrative support of the Contractor's technical personnel required to fulfill the tasks assigned under this Contract shall be the responsibility of the Contractor.

Contractor's Project Superintendent shall provide signed and dated resume to include a copy of certifications for credentialed professionals, proximity to job-site and all current projects assigned to them.

In the event of replacement of Project Superintendent, the Contractor is required to replace the individuals listed below with individuals of comparable qualifications.

REQUIREMENTS FOR CORRECTION OF SUB-STANDARD PERFORMANCE

When any member of the Contract Administration Team (CO & COR) becomes aware of substandard performance in any area of the Contract, the Contractor will be given verbal and/or written notification, depending on the circumstances of the issue. The Contractor shall resolve the performance issues consistent with the requirements specified in the SOW and/or task order. For other types of deficiencies where the corrective

actions are not specifically stated, the Contractor shall submit a Plan of Action to correct the performance issue within ten (10) working days. If it is not corrected to the satisfaction of the Contract Administration Team member, the Contract Administration Team member shall annotate the performance files and include the observations in the Contractor Performance Report as appropriate.

52.236-7 Permits and Responsibilities (NOV 1991)

Section H Special Contract Requirements:

PROJECT MAGNITUDE

Pursuant to paragraph 36.204 of the Federal Acquisition Regulation, the estimated cost of this acquisition is between $1,000,000.00 and $5,000 ,000.00

CONTRACT AWARD

The Government intends to award a Firm Fixed-Price Construction Contract as a result of this request for proposal. Award will be made to the offeror, pursuant to an affirmative determination of responsibility, whose offer conforms to the terms of the solicitation, and is determined to be in the best interest of the Government, based upon evaluation of the factors included in this solicitation.

WAGE DETERMINATION APPLICABLE TO THIS CONTRACT

The rates referred to in the Davis-Bacon Act for Bricklayers, Laborers, Carpenters, Electricians<(>,<)> etc., are included in the General Wage Determination issued by U.S. Department of Labor Employment Standards Administration Wage and Hour Division, General Decision Number IN20220011, dated 01/06/2023.

Payment will be made to individuals used in the performance of this contract, the rates of wages contained therein. The complete wage rate decision is incorporated as a part of this solicitation.

SUBMISSION AND PAYMENT OF INVOICES

Reference Standard Contract Clause entitled "Prompt Payment For Construction Contracts (FAR 52.232-27) of this solicitation. All invoices shall include the complete contract number and line item(s) billed. To avoid delay in payment, invoices shall be submitted in an original and one copy (if prepared by a copying process, one copy shall be marked "Original").

Pay Applications and Certified Payrolls shall be submitted to: UNICOR,

Federal Prison Industries<(>,<)>

ATTN: Jason Morgan<(>,<)>

UNICOR Contracting Officer<(>,<)>

3301 LEESTOWN RD<(>,<)>

LEXINGTON, KY 40511

859-255-6812 EXT 3002

jason.morgan2@usdoj.gov

Joseph Regan, Program Analyst

Acquisition & Construction Management Branch

Naval Surface Warfare Center, Crane Division, (NSWC Crane)

Code 1022, Bldg. 2

300 Highway 361

Crane, IN 47522-5001

Ph:812-854-2639

DSN: 482-2639

Email: joseph.p.regan.civ@us.navy.mil

Due to mail delays caused by security precautions, do not use U.S. Postal Service mail. Packages from any of the messenger services (FedEx, UPS, DHL, etc.) are accepted at this address. The

preferred method of invoice submission is electronically (via email) to

Jason.morgan2@usdoj.gov.

Delay in contractor payment due to invoice submission to any address

other than the physical or

email address listed above shall be the fault of the contractor, and

payment will be processed only

upon receipt at the physical or email address noted above, and after

approval by UNICOR's customer

NSWC and the project COR.

ALL INVOICES SHALL REFERENCE THE CONTRACT NUMBER.

All invoices must match the contract dollar amount and payments will

only be processed upon

approval by UNICOR's customer NSWC and project COR.

PREFERED METHOD: Submission of "Invoices by E-mail":

Payment Applications must be submitted using AIA Document G702/G703.

Please submit 1 invoice to the following individual at their business

e-mail addresses listed below:

Jason Morgan, Contracting Officer

Jason.morgan2@usdoj.gov

Michael Compton, Construction Control Representative

mcompton@central.unicor,gov

LIABILITY COVERAGE / INSURANCE

52.228-5 Insurance-Work on a Government Installation

Insurance-Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain

during the entire performance of

this contract, at least the kinds and minimum amounts of insurance

required in the Schedule or

elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall

notify the Contracting Officer

in writing that the required insurance has been obtained. The policies

evidencing required insurance shall contain an endorsement to the effect

that any cancellation or any material change adversely affecting the

Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is

to be performed prescribe;

or

(2) Until 30 days after the insurer or the Contractor gives written

notice to the Contracting

Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including

this paragraph (c), in subcontracts under this contract that require

work on a Government installation and shall require subcontractors to

provide and maintain the insurance required in the Schedule or elsewhere

in the

contract. The Contractor shall maintain a copy of all subcontractors'

proofs of required insurance<(>,<)>

and shall make copies available to the Contracting Officer upon request.

(End of clause)

(a) (In accordance with Standard FAR Contract Clause 52.228-5 entitled

"Insurance - Work on a Government Installation (JAN 1997) the Contractor

shall procure and maintain, during the entire period of his performance

under this contract, the following minimum insurance:

(1) General Liability Insurance

Bodily injury liability insurance, in the minimum limit of $500,000 per

occurrence is required on

the comprehensive form policy.

(2) Automobile Liability Insurance

This insurance is required on the comprehensive form policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles sued in connection with the performance of the contract. At least, the minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage shall be required.

(3) Workmen's Compensation and Employer's Liability Insurance

Employer's liability coverage is required in the minimum amount of $100 ,000 or as required by the state where the project is performed.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation of any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert in all subcontracts the required insurance information provided above, including this paragraph (c).

GOVERNMENT PROPERTY

The Contractor shall be responsible for all government property in its custody if applicable. Any incidents of damage or loss shall be reported to the COR in writing within one (1) working day.

CONTRACTOR'S RESPONSIBILITY

It is the responsibility of the Contractor to follow any Special Security Requirements of the facility where the work is performed in the

performance of the contract and to consider the effects of those security requirements in the pricing of the proposal. The Contractor is required to furnish all services, materials, labor, tools, and equipment necessary to fulfill the work as set out in the Statement of Work. The Contractor must be aware of standards, codes, requirements and guidelines governing the construction of Government buildings. The Contractor shall comply with all local, state, and federal building codes and life safety codes. The Contractor shall be responsible for all office supplies, included but limited to, pencils<(>,<)> pens, calculators, binders, paper, printers, fax machines, markers, whiteboards, hole punches<(>,<)> staples, etc. The office supplies are not provided as part of this Statement of Work. It shall be the sole responsibility of the Contractor to obtain all information required to successfully carry out each contract task, other than the information provided by the project COR.

BONDS

PERFORMANCE AND PAYMENT BONDS

If required, the bidder to whom award is made must furnish performance (Standard Form 25), and payment (Standard Form 25A) bonds within 10 calendar days of award. The bonds will be good and sufficient surety or sureties acceptable to the Government.

(a) PERFORMANCE BOND

When the contract price is in excess of $100,000, the penal sum of the performance bond shall be equal to one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract with respect to which such bond is furnished.

(b) PAYMENT BOND

(1) Payment bonds are required for contracts in excess of $100,000.

(2) The penal amount of payment bonds shall equal one hundred

percent of the contract price.

Part II

Section I Clauses:

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (MAY 2014

52.203-7 Anti-Kickback Procedures (JUN 2020)

52.203-8 Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to inform Employees of Whistleblower Rights(JUN 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards. (JUN 2020)

52.204-12 Unique Entity Identifier Maintenance. (OCT 2016)

52.204-13 System for Award Management Maintenance. (OCT 2018)

52.204-14 Service Contract Reporting Requirements. (OCT 2016)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)

52.209-9 Updates of Publicly Available Information Regarding

Responsibility Matters. (OCT 2018)

52.209-10 Prohibition on Contracting with Inverted Domestic

Corporations. (NOV 2015)

52.211-10 Commencement, Prosecution, and Completion of Work.(Apr 1984)

Alternate I (Apr1984)

52.215-2 Audit and Records – Negotiations (JUN 2020)

2.215-8 Order of Precedence—Uniform Contract Format.(Oct 1997)

52.215-14 Integrity of Unit Prices.(NOV 2021)

52.215-23 Limitations on Pass-Through Charges. (JUN 2020)

52.219-6 Notice of Total Small Business Set-Aside.(NOV 2020)

52.219-8 Utilization of Small Business Concerns.(OCT 2018)

52.219-14 Limitations on Subcontracting.(SEP 2021)

52.219-28 Post-Award Small Business Program Representation. (SEP 2021)

52.222-3 Convict Labor.(June 2003)

52.222-4 Contract Work Hours and Safety Standards Act—Overtime

Compensation. (MAR 2018)

52.222-6 Construction Wage Rate Requirements (AUG 2018)

52.222-7 Withholding of Funds. (MAY 2014)

52.222-8 Payrolls and Basic Records. (JUL 2021)

52.222-9 Apprentices and Trainees. (July 2005)

52.222-10 Compliance with Copeland Act Requirements. (Feb 1988)

52.222-11 Subcontracts (Labor Standards). (MAY 2014)

52.222-12 Contract Termination—Debarment. (MAY 2014)

52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (MAY 2014)

52.222-14 Disputes Concerning Labor Standards. (Feb 1988)

52.222-15 Certification of Eligibility. (MAY 2014)

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (JUN 2020)

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

52.222-26 Equal Opportunity. (SEP 2016)

52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)

52.222-34 Project Labor Agreement (May 2010)

52.222-35 Equal Opportunity for Veterans. (JUN 2020)

(i) Work is performed outside the United States by employees recruited outside the United States

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the

requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

Alternate I (Jul 2014).
As prescribed in 22.1310(a)(2), add the following as a preamble to the clause:
Notice: The following term(s) of this clause are waived for this contract: _____ [List term(s)].

52.222-37 Employment Reports on Veterans. (JUN 2020)

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Dec 2010)

52.222-50 Combating Trafficking in Persons. (NOV 2021)

52.222-54 Employment Eligibility Verification. (MAY 2022)

52.222-55 Minimum Wage Under Executive Order 13658. (JAN 2022)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sept 2013)

52.223-3 Hazardous Material Identification and Material Safety Data.(FEB 2021)Alternate I (July 1995)

52.223-5 Pollution Prevention and Right-to-Know Information. (May 2011)

52.223-6 Drug-Free Workplace. (May 2001)

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Jun 2016)

52.223-15 Energy Efficiency in Energy-Consuming Products.(MAY 2020)

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.(AUG 2018)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.(JUN 2020)

52.223-19 Compliance with Environmental Management Systems. (May 2011)

52.223-20 Aerosols.(Jun 2016)

52.223-21 Foams.(Jun 2016)

52.224-1 Privacy Act Notification. (Apr 1984)

52.224-2 Privacy Act.(Apr 1984)

52.225-9 Buy American—Construction Materials (NOV 2021) When using funds other than those appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), in solicitations and contracts for construction that is performed in the United States valued at less than $7,358,000.

(a) Definitions. As used in this clause—

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

(1) Means any item of supply (including construction

material) that is–

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

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

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

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

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

Cost of components means—

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

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

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or

produced in the United States; or

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of

the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

_____"NONE"_____[Contracting Officer to list applicable excepted materials or indicate "none"]

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

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

(iii) The construction material is not mined, produced,

or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the

unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

,,Foreign and Domestic Construction Materials Price Comparison,,

,,Construction Material Description,,Unit of Measure,,Quantity,,Price (dollars)*,,

,,Item1:,,,,,,,

,,Foreign construction material,,_____,,_____,,_____,,

,,Domestic construction material,,_____,,_____,,_____,,

,,,,,,,,

,,Item2:,,_____,,_____,,_____,,

,,Foreign construction material,,_____,,_____,,_____,,

,,Domestic construction material,,,,,,,

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

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

[Include other applicable supporting information.]

(End of clause)

52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)

52.228-1 Bid Guarantee. (Sept 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. (FEB 2021)

52.228-15 Performance and Payment Bonds—Construction. (JUN 2020)

52.229-3 Federal, State, and Local Taxes. (Feb 2013)

52.229-4 Federal, State, and Local Taxes (State and Local Adjustments).

(Feb 2013)

52.232 –5 Payments under Fixed Price Construction Contracts (MAY 2014)

52.232-16 Progress Payments. (NOV 2021)

Alternate I

52.232-17 Interest. (MAY 2014)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-27 Prompt Payment for Construction Contracts (Jan 2017)

52.232-33 Payment by Electronic Funds Transfer-System for Award

Management.(OCT 2018)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business

Subcontractors.(NOV 2021)

52.233-1 Disputes.(MAY 2014)

52.233-3 Protest after Award.(AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.236-2 Differing Site Conditions.(Apr 1984)

52.236-3 Site Investigation and Conditions Affecting the Work. (Apr

1984)

52.236-5 Material and Workmanship.(Apr 1984)

52.236-6 Superintendence by the Contractor.(Apr 1984)

52.236-7 Permits and Responsibilities.(Nov 1991)

52.236-8 Other Contracts.(Apr 1984)

52.236-9 Protection of Existing Vegetation, Structures, Equipment,

Utilities, and Improvements.(Apr 1984)

52.236-10 Operations and Storage Areas.(Apr 1984)

52.236-11 Use and Possession Prior to Completion.(Apr 1984

52.236-12 Cleaning Up.(Apr 1984)

52.236-13 Accident Prevention.(Nov 1991)

Alternate I (Nov 1991).

52.236-14 Availability and Use of Utility Services.(Apr 1984)

52.236-15 Schedules for Construction Contracts.(Apr 1984)

52.236-17 Layout of Work. (Apr 1984)

52.236-21 Specifications and Drawings for Construction.(Feb 1997)

Alternate I (Apr 1984).

52.236-26 Preconstruction Conference. (Feb 1995)

52.242-13 Bankruptcy.(July 1995)

52.242-14 Suspension of Work.(APR 1984)

52.243-4 Changes.(June 2007)

52.243-5 Changes and Changed Conditions.(Apr 1984)

52.244-6 Subcontracts for Commercial Items.(JAN 2022)

52.246-12 Inspection of Construction.(Aug 1996)

52.246-21 Warranty of Construction.(MAR 1994)

52.249-2 Termination for Convenience of the Government (Fixed-Price).
(Apr 2012)

52.249-10 Default (Fixed-Price Construction).(Apr 1984)

52.251-1 Government Supply Sources. (Apr 2012)

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.ACQUISITION.GOV_____

_____

_____

[Insert one or more Internet addresses]

(End of clause)

52.253-1 Computer Generated Forms. (Jan 1991)

PART III: List of Documents, Exhibits, and Other Attachments

Section J List of Attachments

FORM SF-24 BID BOND

FORM SF-25 PERFORMANCE BOND

FORM SF-25A PAYMENT BOND

PAST PERFORMANCE QUESTIONNAIRE

Acronym Table Refer to Attachment 01

APPLICABLE DOCUMENTS Refer to Attachment 02

FIGURES 1- 8

BLDG 41 combined CDRL'S

Attachment 03- 5.0 TECHNICAL DATA DELIVERABLES

NSACRANEINST 5100.13A

Visitor Pass-SECNAV_5512_1_BLANK

NSACRANEINST 11262.1A

OPNAVINST 5100.19E Volume I Part I

NSACRANEINST 8020.1E- Explosives Safety Program at NSA Crane

PART IV: Representations & Instructions

Section K Representations, certifications, and other statements of offerors or respondents

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of

26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

''''

52.204-17 Ownership or Control of Offeror (AUG 2020)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (JUL 2018)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance:

A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item

description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)

52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representations (Nov 2015)

52.209-5 Certification Regarding Responsibility Matters (AUG 2020)

52.209-7 Information Regarding Responsibility Matters (OCT2018)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not

include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000 ,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5 ,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding,

a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is

not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

52.219-1 Small Business Program Representations. (NOV 2020)

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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—

(1) 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 (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"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; or, 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.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is– _236220_____ [insert NAICS code].

(2) The small business size standard is __39.5_____ [insert size standard].

(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 (i.e., nonmanufacturer), is 500 employees.

(c) 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 (c)(1) of this provision.] The offeror represents 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 (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies

with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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-

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

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

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

(End of provision)

52.222-22 Previous Contracts and Compliance Reports. (Feb 1999)

The offeror represents that—

It ☒ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It ☒ has, ☒ has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (Feb 1999)

52.222-33 Notice of Requirement for Project Labor Agreement. (May 2010)

52.222-38 Compliance with Veterans' Employment Reporting Requirements

(Feb 2016)

52.225-10 Notice of Buy American Act Requirement—Construction Materials.

(MAY 2014).

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representations and Certifications (JUN 2020)

52.236-28 Preparation of Proposals – Construction (OCT 1997)

Section L Instructions

52.204-6 Unique Entity Identifier (Oct 2016)

52.204-7 System for Award Management (Oct 2018)

Alternate I (OCT 2018)

52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

52.207-1 Notice of Standard Competition (MAY 2006)

52.207-2 Notice of Streamlines Competition (MAY 2006)

52.215-1 Instructions to Offerors—Competitive Acquisition. (Jan 2017)

52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.232-38 Submission of Electronic Funds Transfer Information with Offer. (Jul 2013)

52.233-2 Service of Protest (Sept 2006)

52.236-27 Site Visit (Construction). (Feb 1995)

Alternate I (Feb 1995)

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.ACQUISITION.GOV_____

_____

_____

[Insert one or more Internet addresses]

(End of provision)

Section M Evaluations Factors for Award:

Evaluation Factors:

52.212-2, Evaluation - Commercial Items (OCT 2014), significant evaluation factors are past performance, technical factors- to include a sample schedule of meeting SOW benchmarks, key resumes' and price. Technical factors must demonstrate the Offeror's understanding of the requirements and the feasibility of the approach to meet those requirements. Past performance and technical factors are significantly more important than price. Quality, delivery, and customer service will be evaluated under past performance. The Government may make award without discussions; therefore, the offeror's initial offer should contain their best pricing. Award will be based on the best value to the Government considering the evaluation factors listed above. Best value may be determined using tradeoffs among the evaluation factors, so that award may be made to other than the lowest-priced or highest technically-rated proposal. Please note that all offers which fail to furnish required representations and certifications or past performance information or reject the terms and conditions of the solicitation may be excluded from consideration for award;

Technical Performance Rating Standard

ACCEPTABLE

Offeror's description identifies the important steps to complete the project and materials used, demonstrating the necessary understanding to

complete the project within the required timeframe.

UNACCEPTABLE

No information provided or information provided does not demonstrate the offeror's understanding of what is required to complete the project within the required timeframe.

Past Performance Rating Standard

Excellent: Performance is superior and as a customer, would unhesitatingly do business with the offeror again. There is little or no room for improvement. Offeror performs in accordance to specifications, etc. Complaints are negligible, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

Good: Offeror's performance is better than average, and the customer, would willingly do business with the offeror again. Complaints are few and relatively minor. Complaints are negligible, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

Marginal: Unfavorable reports regarding the offeror's performance have been made. Serious doubt is expressed as to whether or not as the customer business would be done again. However, some favorable reports are given, and some sources state they would do business with the offeror again. Much improvement is needed to bring performance level up to a manner that is acceptable.

NEITHER UNFAVORABLY NOR FAVORABLY - (None) No record exists or sources of information are roughly divided over the quality of the offerors performance. The offeror has no record of criminal conduct, civil fraud, negligence, or the record is old. In the case of an offeror with respect to which there is no information on past contract performance or with respect to which information on past contract performance is not available, the offeror may not be evaluated favorably nor unfavorably on the factor of past performance. These vendors will be evaluated on

specification and price only.

Poor: Performance is unsatisfactory and the customer would no longer do business with the offeror again. Complaints are substantial or numerous. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective. Constantly corresponding with vendor to get the vendor to perform by issuing "Cure Notice(s)" and/or "Show Cause" Notice(s) consideration taken to re-establish delivery dates and any other adverse action such as "Termination for Default"

PART IV: SUBMISSION REQUIREMENTS

Responsive offers must include the following:

Completed and signed documents: SF1449

All amendments issued

Past Performance of three (3) cases of experience demonstrating previous experience relative to capabilities results as it relates to this RFP.

Technical factors the Offeror's shall provide no more than three (3) page narrative on how the requirements and the feasibility of the approach to meet those requirements, to include a sample schedule of meeting SOW benchmarks.

Price: