

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. N0025322Q0032	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 26-Sep-2022	PAGE OF PAGES 1 OF 102
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY NAVAL UNDERSEA WARFARE CENTER ATTN: KITTY CANDELARIA KITTY.CANDELARIA@NAVY.MIL 610 DOWELL STREET, BLDG 206 KEYPORT WA 98345 TEL: 360-315-8979		CODE N00253 FAX:	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME KITTY CANDELARIA		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 360-315-8979		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> SEE INFORMATION TO OFFEROR POC: Kitty Candelaria, Contract Specialist kitty.l.candelaria.civ@us.navy.mil 360-315-8979					
11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ <i>(hour)</i> local time _____ <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
CODE FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
					17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL: EMAIL:			31B. UNITED STATES OF AMERICA BY		
31C. AWARD DATE										

Section 00 00 00 - Procurement and Contracting Requirements

INFORMATION TO OFFEROR**Project Title:** Bldg. 1044 Electrical and Heating Upgrade

Project Description: NAVSEA NUWC Division, Keyport has a requirement to relocate an electrical service and replace a wall mounted gas fired unit heater in B1044. The project will require the contractor to remove existing unit heater and all associated electrical, gas pipe, vent and thermostat. The contractor shall also provide and install a new unit heater and all associated electrical, gas pipe, vent and thermostat approximately 20' away. The electrical service currently supplying power to an abandoned Conex box outside of bldg. 1044 shall be relocated to an exterior contractor provided and installed electrical panel.

Magnitude of the Requirement: Between \$25,000.00 and \$100,000.00**Contract Type:** Firm Fixed Price Construction Contract**Contract Completion Date (CCD):** All work shall be completed within **180** calendar days after award.**Set Aside:** 100% Small Business Set Aside

Offeror must be a U.S. company using U.S. citizens or an individual who has been lawfully admitted for permanent residence as defined in 8 U.S.C. § 1101(a)(20) or who is a protected individual as defined by Title 8 U.S.C. §1324b (a)(3).

OFFEROR MUST BE A LICENSED WASHINGTON STATE CONTRACTOR:

The Washington State Department of Revenue imposes various taxes on contractors performing Federal Government contracts within Washington State. These taxes include, but are not limited to, retail sales tax when applicable, use tax when applicable, and business and occupation (B&O) taxes. Offerors are responsible for research of the Washington State tax revenue system and are to include all applicable federal, state, county, and city taxes as part of their proposed price. The Washington State Department of Revenue website and contact information can be found at:

<http://dor.wa.gov>

The Contractor is required to comply with all applicable federal, state, and local laws and regulations.

NAICS code and Size Standard: 238210 Electrical Contractors and Other Wiring Installation Contractors/ \$16.5M**Wage Determination:** WD - WA20220012 – 9-16-2022 - Kitsap County - Building**Proposal Due Date:****PROPOSAL IS DUE ON OCTOBER 2 2022, AT 10:00 A.M. PST****PPI Due Date:**

Offerors who determine that the technical and/or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive technical proposal shall submit all questions in writing on a Pre-Proposal Inquiry (PPI) Form, *Attachment 8.4*. Inquiries shall be submitted via e-mail to kitty.l.candelaria.civ@us.navy.mil . ***Submit only one inquiry per Form.***

Pre-proposals inquiries will be accepted up to ten (10) days prior to the due date of the proposals. A response will be provided via amendment to the solicitation.

Site Visit Information:

This will be the ONLY Government Scheduled Site Visit for this Project.

- (a) The Contracting Officer will conduct a site visit at Naval Undersea Warfare Center Division, Keyport. All prospective offerors are urged to attend this site visit. Offerors attending the site visit will meet at the following time and location to be escorted to the site:

Date: OCTOBER 4, 2022

Time: 9:00 A.M. PST

Location: NUWC Keyport Pass & ID Bldg. 916 (To the right just before you enter the Keyport main gate.)

- (b) Offerors who plan to attend shall submit a visit request at least 2 days prior to the visit. Offerors shall comply with the base access requirements specified elsewhere specified in the solicitation to gain access to the site.
- (c) A copy of the visit request shall be forwarded to Ms. Jennifer Albright via e-mail at:
jennifer.m.albright5.civ@us.navy.mil
- (d) Offerors shall not ask questions relative to the solicitation during the site visit. All questions shall be submitted as specified elsewhere in this solicitation.
- (e) Attendees shall abide by the following rules:
- (1) No cameras, tape recorders, or other reproduction devices are allowed. Cell phones with camera capability are permitted in unclassified areas only. The WiFi and Bluetooth must be disabled. No photography is permitted at any time. No hard copies of any Government documents (maps, hand-outs, etc.) shall be provided to offerors. Offerors are restricted to note-taking.
 - (2) No explanation, remarks, or replies made by Government representatives in response to any inquiries during the Site Visit shall be construed as changing the terms or conditions of the solicitation. The definitive treatment of any such problems or questions shall be by formal solicitation amendment. Only the Contracting Officer can change the solicitation requirements.
 - (3) Each visitor shall be required to sign in and sign out on the visit, and must stay with the site visit group at all times. No other meetings or discussions with Government personnel shall be permitted.
 - (4) The Government reserves the right to inspect all material, briefcases, etc., entering or leaving Government facilities.
 - (5) Only advance substitutions of offeror personnel are permitted. OFFERORS NOT COMPLYING WITH THESE RULES AND PROCEDURES MAY BE PRECLUDED FROM FURTHER SITE VISIT PARTICIPATION.

OFFERORS NOT COMPLYING WITH THESE RULES AND PROCEDURES MAY BE PRECLUDED FROM FURTHER SITE VISIT PARTICIPATION.

Basis for Award: Award will be made to the low price technically acceptable offer, in accordance with paragraph entitled, "EVALUATION LPTA" contained herein.

Late submissions shall be handled in accordance with FAR 52.215-1, INSTRUCTIONS TO OFFERS – COMPETITIVE ACQUISITION (JAN 2017) reference subparagraphs (c)(3)(ii)(A) and (1), and FAR 15.208. A cover letter shall accompany both the Price Proposal.

The cover letter at a minimum should include:

- (a) The solicitation number;
- (b) The name, address, telephone and facsimile numbers, and email addresses of the Offeror;
- (c) The DUNS Number, CAGE Code, and Tax Identification Number (TIN) of the Offeror;
- (d) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (e) Names, titles, phone and facsimile numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation and;
- (f) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Bonding and Insurance Requirement:

Letter of Bondability will NOT be accepted

Bid bonds are required in accordance with FAR 28.101-4 (for projects over \$150,000). An electronic copy of your bid bond must be submitted with your proposal. A hard copy of your bid bond will be requested from the apparent low upon confirmation of their price and must be submitted to the Facility Support Services Office at NUWC Keyport within one (1) business day from time of request. Failure to submit an electronic copy of your bid bond with your proposal will result in your proposal being deemed nonresponsive and your proposal removed from consideration.

In accordance with FAR Clause 52.228-15 Performance and Payment Bonds--Construction and FAR Clause 52.228-13 Alternate Payment Protections, Payment and/or performance bond(s) will be at the time of award.

- No bonds are required for proposals less than \$35,000.00.
- Proposals valued at \$35,000.00 and up to \$150,000.00 will require a payment bond only.
- Proposals valued at \$150,000.00 and greater will require a bid bond, a payment bond, and a performance bond.

Insurance Requirements can be found under General Requirements Section 2.4 and 2.5.

NOTE: Pricing Consideration:

U.S. Longshore and Harbor Workers Compensation Act (USL&H) may apply to the subject RFP. (If applicable, address as separate cost on proposal.)

COVID-19 Protocol:

COVID-19 protocol will be provided for site walk and discussed again at the preconstruction meeting as it continues to change.

Government Point of Contact for this solicitation:

Kitty Candelaria, Contract Specialist
kitty.l.candelaria.civ@us.navy.mil
360-315-8979

Section 00 10 00 - Solicitation

STATEMENT OF WORK**I. Statement of Work:**

NAVSEA NUWC Division, Keyport has a requirement to relocate an electrical service and replace a wall mounted gas fired unit heater in B1044. The project will require the contractor to remove existing unit heater and all associated electrical, gas pipe, vent and thermostat and provide and install a new unit heater and all associated electrical, gas pipe, vent and thermostat approximately 20' away. The electrical service currently supplying power to an abandon Conex box outside of bldg. 1044 shall be relocated to an exterior contractor provided and installed electrical panel.

The Contractor shall provide labor, materials, and equipment, as required, to accomplish the following work in accordance with the statements herein:

Demo existing gas fired heater in SW corner of building including gas pipe, vent, electrical and thermostat. Add new heater in like kind in NW corner of building including gas pipe, vent, electrical and thermostat to have a complete and workable heater. Work also includes relocating an electrical service to a new 200 amp electrical panel feeding Bldg. 1044.

All work inside of bldg. 1044 will require the contractor to be escorted by a NUWC Keyport employee. NUWC Keyport will provide all necessary escorts based upon the contractors approved project schedule.

All work must be coordinated through the Engineering Technician (ET) Jenny Albright. A preconstruction meeting will take place two weeks prior to the start of construction, the PM, Customer, Contractor and all required subs will be in attendance at a minimum

II. Attachments and References:**1. Attachments:**

- 8.01- Material/Equipment In-Place List Rev. 1
- 8.02- Photo
- 8.03- Unit Heater Drawing

References:

- A. Naval Base Kitsap (NBK) Instruction 11300.1 Utilities and Facilities Outages
- B. EM-385-1-1 Safety and Health Requirements Manual
- C. NAVFAC P307 Weight Handling Program Management Manual
- D. NAVSEA Safety Requirements for Contractors and Subcontractors, August 2021, REV P.
- E. NAVSEA Guide to Environmental Compliance Requirements for Contractors and Subcontractors, October 2019
- F. Naval base Kitsap (NBK) Instruction 11210.1A Road Closure/Disruption Coordination
- G. UFGS 23 80 20.00 10 Gas-Fired Heating Equipment
- H. UFGS 23 11 20 Facility Gas Piping
- I. National Electrical Code (NEC) latest edition

9 Submittals:

9.01 Electronic copies of the below listed submittals shall be submitted to the ET three (3) weeks prior to any field work being started, and shall be approved by the respective government authority prior to commencing work:

- A. Material submittals
- B. Project Schedule
- C. Safety Plan
- D. Activity Hazard Analysis (AHA)
- E. Accident Prevention Plan (APP)
- F. Safety Data Sheet (SDS)
- G. Hot Work permit
- H. Excavation Permit
- I. Environmental Protection Plan
- J. Waste Information Specification (WIS or WGR)
- K. Quality Control Plan

- L. Contractor Hazardous Material Inventory Sheet (CHMI)
- M. Crane Lift Plan in accordance with NAVFAC P307 and EM385-1-1 if crane is utilized.

9.02 The Contractor shall provide their submittal register to the ET within three (3) weeks after contract award.

9.03 Proposed equipment specifications shall be submitted to the ET for review and written approval prior to commitment to purchase.

9.04 Schedules: Post award, the Prime Contractor shall submit an electronic project schedule to the ET three (3) weeks prior to schedule start dates. Project schedules shall include a three (3) week projection of work.

9.05 Required outages shall adhere to Ref (1) and routed through the ET for information on scheduling. The ET is not responsible for outage coordination, obtaining signatures, or vetting outage requests, including Hot Work permits or Fire Alarm outages. Contractor pricing shall include all Contractor support and associated costs in their proposal.

9.06 All submittals requiring NBK Bangor Environmental signature shall be routed through the ET for review and acceptance. The ET shall be copied on all emails sent to Environmental. No work shall begin until all required Environmental forms have been submitted and approved.

9.07 Approved/signed/accepted outages, excavation permits, Hot Work permits, environmental submittals, Prime Contractor Submittal Registers, and all other accepted/approved submittals not mentioned herein shall be sent electronically to the ET for project filing.

9.08 All contractors working this project are subject to labor interviews and shall provide the information requested per "Labor Standards Interview" form 1445 (Rev. 12-96). The ET will conduct these interviews randomly during the performance of the work.

10 Products:

10.01 All materials and products provided by the Contractor in the performance of this contract shall be new, first quality, and manufactured and assembled in the United States of America and shall meet or exceed the manufacturer's specifications.

10.02 The materials and/or products listed here are required for the completion and operation of this project, but may not be all inclusive.

10.02.1 175,000 BTUH Gas Fired Unit Heater

➤ Unit shall have minimum one (1) year manufacturer's warranty

10.02.2 Vent stack and gas pipe and electrical sized for new heater provided.

10.02.3 Programmable thermostat compatible with heater provided.

10.02.4 3 phase 120/208v 200 amp outdoor panel 42 spaces. Bolt in breakers.

10.02.5 Photocell controlled flood light for new exterior panel.

➤ 2-3 head fixture with total 2500-3500 lumen.

10.02.6 Ridgid conduit and new breakers for new exterior panel

10.02.7 Weatherproof 120 volt maintenance GFCI receptacle and bubble cover

10.02.8 Schedule 40 Black iron steel pipe

11 Quality Control:

11.01 The Contractor shall be a licensed contractor in the state of Washington. All components and services are to be installed per manufacturer's specifications by trained technicians with a minimum of five (5) years' experience, who specialize in the type of work indicated herein.

11.02 The Contractor shall perform all work according to accepted standards, safety procedures, and applicable laws, regulations, codes, and standards to include the Unified Facilities Guide Specifications (UFGS), Unified Facilities Criteria (UFC), International Building Code (IBC), International Mechanical Code (IMC), International Plumbing Code (IPC), National Electrical Code (NEC), National Electrical Safety Council (NESC), and National Fire Protection Association (NFPA).

- 11.03 The Contractor shall be responsible for all quality control, inspections, and tests required in the completion of this project. The Contractor shall obtain all approvals except those required for field installations, field applications, and post-field tests, prior to delivery of materials and equipment to the project site unless otherwise specified. The Contractor shall arrange for tests and inspections where and when required as defined in the approved Quality Control Plan.
- 11.04 Contractor shall verify all dimensions of all equipment to ensure that all access clearances can be met.
- 11.05 The contractor is responsible for providing a complete and useable system including providing manufactures manuals, specifications, any field tests, wiring diagrams and as-built prints (red line drawings) as necessary.

12 Execution: (general)

- 12.01 All approved project packages shall be kept on the jobsite and all employees shall be aware of its contents. Current, up-to-date Site Specific Activity Hazard Analysis (AHA) forms shall be available for review, if applicable. The Contractor shall inform all employees how to contact Base Emergency Services as approved in the contract submittal approvals.
- 12.02 Scheduling: The Contractor shall schedule work to cause the least amount of interference with station operations. The government will attempt to provide the Contractor 24 hours' notice prior to work interruptions due to unscheduled/emergent operational requirements.
- 12.03 Protection of Government Property: The Contractor shall use every means at their disposal to prevent damage to government owned property during the execution of work. If government property is damaged, the Contractor shall contact the ET immediately and stop work until the issue is resolved.
- 12.04 Delivery, handling, storage, and protection of products to, and at the project site: Inspect for damages, store in a clean dry place, and protect from construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.
- 12.05 Close Out: Upon completion of work, the site shall be left free of any and all debris, dust, and chips generated by work throughout the construction area.
- 12.06 Access to NUWC Keyport is limited to cleared personnel and vehicles.
- 12.07 Furnish the ET with a list identifying personnel and vehicles requiring access.
- 12.08 Disposal of any material resulting from demolition shall be per applicable Environmental regulations, including all documentation (Waste Designation Tables, WIS forms, Waste Generation Reports (WGR), etc.) and documented in accordance with Ref (E)
- 12.09 Contractor shall locate all utilities prior to starting any excavation work.
- 12.10 Contractors performing a Weight Handling Evolution shall adhere to Ref (C) and (D).
- 12.11 Contractors utilizing lifting and handling equipment shall adhere to Ref (C) and (D).
- 12.12 The ET shall be contacted to coordinate access for job walks, site visits, and scheduling of work.
- 12.13 Completion Time Frame: The project is to be completed within 180 days after award.

13 NUWC – Keyport: General

- 13.01 Smoking
 - 13.01.1 Smoking is only permitted in designated smoking areas.
- 13.02 Delays
 - 13.02.1 Contractor operations are subject to reasonable delays, suspensions, and/or restrictions because of emergencies, alerts, drills, equipment movements and other such activities.
- 13.03 Flame Producing Devices
 - 13.03.1 Matches, lighters, and other spark producing devices are not allowed without a Hot Work permit.
- 13.04 Portable Electronic Device(s) (PED)
 - 13.04.1 PED is defined as a portable electronic device having the capability to store, record, and/or transmit text, images/video, or audio data. Examples of PED include, but are not limited to pagers, laptops, cellular telephones, radios, compact disc and cassette players/recorders, portable digital assistants, audio devices, watches with input capability, reminder recorders, and mobile devices.

- 13.04.2 PEDs are not allowed inside of NUWC Keyport Buildings. PED use will be clarified and discussed at the site walk and pre-construction meeting
- 13.04.3 The Government ET will provide location of phone for emergency use.
- 13.05 Photography
- 13.05.1 Photography by the Contractor is prohibited. Construction progress photos, and all other necessary photo documentation, will be provided by authorized Government personnel only.
- 13.06 Schedule
- 13.06.1 Before starting any work, the ET is to be provided with the project schedule for review and approval. Government has 5 working days to review and return schedule.
- 13.07 Coordination
- 13.07.1 The ET is to be contacted to coordinate access to the buildings for job walks, site visits, and scheduling of the work.
- 13.08 Lock out Tag Out
- 13.08.1 Lock Out/Tag Out: Contractors must notify the ET five (5) working days before anything can be locked out. The notification should include: what is being locked out, the tag number, the person on the tag and phone number shall also be provided to the ET within 24 hours of removal.
- 13.09 Vehicle Access
- 13.09.1 The contractor shall provide the ET a list identifying all vehicles which will require access to the work site a minimum of three (3) calendar days in advance. All vehicle pass requests will be submitted with: Area access that is needed, company name, vehicle year, make and model, and license plate number, state, and tab expiration date.
- 13.09.2 All vehicles will be subject to inspection and search prior to entering and within NBK - Keyport. Avoid transporting sealed containers into NBK - Keyport. If such containers must be introduced, prior coordination with the ET is required.
- 13.10 Parking
- 13.10.1 Parking at NUWC Keyport is assigned so the contractor will have to apply for area outage for lay down/vehicle parking unless area is made available by the building POC.
- 13.11 Security
- 13.11.1 Compliance with the security directions of NBK Security Force Personnel is mandatory.

14 Deliverables:

- 14.01 The Contractor is responsible for providing a complete and useable system.
- 14.02 The Contractor shall prepare and submit two (2) hard copies (in 3-ring binders) and two (2) CD/DVDs of the Operations and Maintenance (O&M) Manuals to the ET. Each binder shall have the project contract number, Prime Contractor letterhead, project title, and building number on the spine and face of the binder. Each binder shall include Attachment (1) above, all product data, manufacturer's manuals, warranty, specifications, field test results, wiring diagrams, and as-built prints (red line drawings), as necessary.
- 14.03 Submit all manufacturers' signed warranties to Contracting Officer prior to final commissioning and acceptance.
- 14.04 Before final payment will be approved, the Contractor shall provide all necessary training required on any and all new systems.
- 14.05 This project will not be accepted as complete until all project documentation and punch list items have been submitted to, and approved by the ET in their entirety and the Customer provides their concurrence electronically to the ET that the project is complete.

15 Work Description:

- 15.01 Coordinate with ET prior to commencement of work.
- 15.02 Remove existing gas fired unit heater
 - Remove heater and all associated hangers.
 - Existing gas pipe from heater runs behind column down through floor and North along outside of building. Demo gas pipe back to a location near new heater where penetration and tie in can be made for new gas pipe.
 - Remove and dispose of existing vent stack and all associated hangers.
 - Remove and dispose of existing thermostat and electrical conduit.
 - Remove and dispose of existing condensate line.

- Any penetrations through existing building not re-used must be properly sealed to be fire rated and weather proof. They should be patched/painted to match existing building.
- 15.03 Provide and install new 175,000 BTUH gas fired unit heater with programmable thermostat.
 - New heater to be located on NW corner of building along existing column above existing emergency exit lights. See attachment titled "Unit Heater Drawing" for location.
 - Provide and install new gas pipe from existing line at floor level on outside of building.
 - Provide and install new condensate line(s). Condensate lines must be run to ground.
 - Provide and install vent piping. New vent piping must be of same type existing vent piping. Vent piping must also be installed in same fashion as existing vent piping.
 - Contractor to provide and install all mounting hardware, vibration isolation and required seismic braces to install per manufacture's recommendations.
 - Electrical panel schedules must be updated and new equipment must be labeled with electrical feed information.
 - Perform all operational tests and startup of new equipment per manufacture's recommendations.
- 15.04 Provide and install new 3-phase 120/208v 200 amp main breaker exterior rated electrical panel on existing concrete retaining wall.
 - The electrical service will disconnected from existing Conex box and relocated to power the new panel.
 - The new panel main breaker must be mounted at 5'.
 - New electrical panel must have space for 42 bolt in breakers.
 - Provide and install one weatherproof 120 volt maintenance GFCI receptacle with bubble cover below the panel. The new receptacle shall be fed from the new electrical panel.
 - A new LED flood light shall be installed downward facing on top of wall above the new panel for illumination. The light shall be 2-3 head fixture, photocell controlled and 2500-3500 lumen total.
 - Provide grounding and bonding as required by the National Electrical Code (NEC) latest edition.
 - Any leftover panel spaces shall be filled with single pole 20 amp, 2 pole 30 amp and 2 pole 20 amp breakers for future use split as evenly as the panel allows and be designated as spares.
 - Add a new 208V 30-amp circuit. Circuit will terminate at a disconnect located approximately 30' south of the new panel.
- 15.05 Provide and install new electrical circuits from the new electrical panel location for equipment located in bldg. 1004 that is currently being fed from the Conex box electrical panel, (Breakers 8, 10, 11 12, 13, 14 and 15 in Conex box).
 - The existing feeds to the building need to be removed and new feeds provided from new panel. They shall be run in exterior ridged conduit minimum 10' overhead not to interfere with stairs. Conduit shall be run neat and tight over to the building with minimal bends.
- 15.06 All field verification will be the contractor's responsibility. Including but not limited load requirements and sizing.
- 15.07 Upon completion of the work, the Contractor shall inform the ET to demonstrate operational tests.

16 Title to Materials:

- 16.01 All excess and/or discarded materials shall become property of the Contractor and shall be removed from government property, unless specifically noted. Title to the materials resulting from demolition is vested in the Contractor upon authorization of the Contracting Officer to begin demolition.
- 16.02 Recycling is preferred and recommended. A WIS is required for disposal and recycling is required for metal.

17 Material/Equipment In-Place List:

- 17.01 The Contractor shall provide a list of significant equipment and materials removed, replaced, or installed under this contract with the required information below, including the warranty expiration date.

17.01.1 Types of equipment and materials:

17.01.1.1 Materials: Roofing products, floor coverings, windows, doors, lighting, and all material with a manufacturer's warranty.

17.01.1.2 Equipment: Mechanical (pumps, backflow preventers, HVAC components, pressurized piping systems, panel boxes, emergency lights, street lighting, etc.); mechanized doors, elevators, conveying systems, all equipment with an O&M manual or manufacturer's warranty.

17.02 Required format and information: The Contractor shall provide material and equipment data in the attached format (Attachment (1) – Material/Equipment In-Place List). All of the requested data shall be provided prior to final inspection or final acceptance.

18 Cleanup:

18.01 Debris and Rubbish: Remove and transport debris and rubbish that will prevent spillage on pavements, streets, or adjacent areas. Clean up spillage from pavements, streets, and adjacent areas on an ongoing basis.

18.02 Contractor shall not dispose of debris/rubble on NBK property or in NBK dumpsters.

18.03 Upon completion, the Contractor shall remove all containers, surplus material, equipment, and debris and leave the site in a clean and orderly condition acceptable to the ET. The project will not be received and/or accepted until all project debris is removed from the site.

19 Safety and Environmental:

19.01 Safety is everyone's responsibility. All contractor personnel on site are responsible for their own actions and any person on the project site has the authority to stop work if an unsafe condition exists.

19.02 Read and sign NAVSEA Safety Requirements for Contractors and Subcontractors, August 2021, REV P.

19.03 Ensure all workers are wearing the proper PPE for the assigned task.

19.04 The Contractor is responsible for inspecting their worksite for any hazards at all times, no exceptions. If an unsafe condition exists, work to correct or mitigate the hazard and contact the ET to assist in determining how to proceed, if needed.

20 Environmental:

20.01 The Contractor shall comply with all federal, state, and local laws, codes, regulations, acts, ordinances, and rules for Environmental Protection and Hazardous Waste Management / Disposal, including facility instructions and facility permits for work taking place on government properties. Take actions to mitigate creation of hazardous waste by recycling and other available methods.

20.02 The Contractor shall perform all work according to accepted Industry Standards, Safety and Environmental Procedures, and regulations, including Ref (B) and the latest revision of OSHA regulations.

20.03 Prior to the start of work on site, the contractor shall provide an Environmental Protection Plan (EPP) detailing specific methods of handling encountered wastes and refuse, project storm water management and control, and spill response procedures. If sampling and analysis services will be provided, the EPP shall include qualifications of sampling personnel and analytical services provider laboratory accreditation documentation. Include Refrigerant Handling License: Documentation of 40 CFR 82 refrigerant technician certification for contractor service technicians if contract involves HVAC system work involving refrigerants.

20.04 Facility Environmental Permits:

20.04.1 Equipment and work performed under this contract shall be in compliance with federal, state, and local environmental regulations and existing facility permits.

20.04.2 NBK Keyport has facility permits that place requirements on certain types of work being performed at the facility. Obtain information on requirements from the Base Environmental Office (BEO).

20.04.3 Existing Facility Permits include but are not limited to:

20.05 Contractor Employee Required Environmental Training

20.05.1 Training must be completed and documented prior to commencing work under this contract at the government facilities. Contact the BEO for instructions on accessing required training.

- NBK EMS Awareness/General Environmental Awareness Training (0.5 hr). Available online or in person from the BEO. Required for all personnel performing work NBK property.

20.05.2 NBK Keyport Required Environmental Training (required only for work taking place at NBK Keyport facility)

- Hazardous Waste Site Manager/Alternate (Waste Generator) (1.0 hr). Required prior to generation of waste at NBK Keyport facility, for personnel involved in managing hazardous waste generated during the performance of the contract. Available online or in person from the BEO. NBK EMS Awareness/General Environmental Awareness Training (0.5 hr). Available online or in person from the BEO. Required for all personnel performing work NBK property.
- NUWC EMS General Environmental Awareness Training (0.5 hr). Available online or in person from the BEO. Required for all personnel performing work on NBK Keyport property.
- Read and sign NAVSEA Warfare Centers Keyport Guide to Environmental Compliance for Contractors and Subcontractors]

20.06 The Contractor shall safely store and manage Hazardous Materials used in the performance of this contract in accordance with applicable federal, state, and local regulations. Submit Safety Data Sheets (SDS's) and expected quantities of HM to be used and stored in performance of the project and receive approval from the Government prior to HM use in conjunction with this contract, and prior to bringing HM onto government property for the purposes of this contract. For approval to use any hazardous material, submit material SDS's and Contractor Hazardous Material Inventory (CHMI) form detailing expected material use and storage information for government review and approval. Submit CHMI form prior to performing onsite work, and update monthly while actively working on government property.

20.07 Products prohibited by the Government, which will not be approved for use, include but are not limited to: leads, chromiums, mercury, phenols, trichloroethylene, halons, PCBs, asbestos, silica sand (for use as blasting agent), Class I ODS, radioactive materials or instruments capable of producing ionizing radiation, and chemicals listed in 40 CFR 355.50, Appendix A. This prohibition prevails over any other provision, specification, drawings, or referenced documents. The Contracting Officer may consider exceptions to the use of any of the above excluded materials upon written request by the Contractor, and with BEO approval.

20.08 Clean Air Act Compliance: Work performed shall be in compliance with the Puget Sound Clean Air Agency (PSCAA) Regulations I, II, and III. Contractor shall identify and receive approved permit for any air pollution generating equipment or processes that may require a Notice of Construction (NOC) pursuant to PSCAA Regulation prior to bringing equipment on site including non-road engines meeting PSCAA Regulation I, Article 15 applicability. Equipment meeting requirements for use under existing government facility NOC permits shall be approved for use by the BEO prior to being brought onsite.

20.09 [All work involving refrigerants shall comply with the requirements of 40CFR 82 and other applicable federal, state, and local regulations to include Section 608 of the Clean Air Act. Any new equipment provided shall not contain Class I or Class II ODS in pure or blended form. All new shore-based, HVAC&R equipment supplied by the contract must use an EPA-SNAP program approved refrigerant with an Ozone Depletion Potential (ODP) of zero. Excess Class I and Class II ODS removed from existing equipment as part of the

contract shall be turned in to the government for recycling/disposal. The contractor is responsible for providing adequate cylinders/containers for Class I and Class II ODS. Provide Refrigerant Work Checklist submittal for work performed on equipment containing refrigerants in accordance with 40 CFR 82 requirements.]

- 20.10 Hazardous (Dangerous) Waste Management: Naval Base Kitsap Keyport is designated as a Large Quantity Generator in accordance with WAC 173-303, and waste generated onsite must be managed under the facility Hazardous Waste management program. Hazardous (dangerous) waste generated at the facility must be shipped and disposed of under the government's site EPA Waste ID#'s. The contractor is required to meet the regulatory requirements for large quantity generators for any work conducted within the boundaries of the Naval Base Kitsap [Bangor] [Keyport] and shall comply with provisions of federal, state, and local regulatory requirements applicable to this generator status regarding training and storage, handling, and disposal of generated wastes.
- 20.11 The government shall be responsible for disposal costs for Hazardous (dangerous) waste generated during work performed on government property. The Contractor shall reimburse the Government for HW disposal costs associated with a) spent cleaning supplies, such as contaminated rags, cleaning absorbents, solvents from cleaning machines, and degreasers; and, b) HW from Contractor spills and the spent materials and supplies used to clean the spill. All unused or partially used regulated material ordered by the contractor is the property of the contractor and shall not be left at the facility or turned in to the government for disposal as Hazardous Waste.
- 20.12 Hazardous (Dangerous) Waste Profiling (Determination): The Government shall determine whether waste generated during the performance of the contract at government facilities is Hazardous (Dangerous) waste.
- 20.12.1 Naval Base Kitsap (NBK) Keyport: Information required for the control and disposal of Hazardous Waste at NBK Keyport is included in the "Hazardous Waste Site Manager/Alternate (Waste Generator)" training module and the NAVSEA Keyport Contractor's Guide to Environmental Compliance. Complete Waste Generation Record forms for waste determination for each waste stream expected during work performed under the contract. Contractor personnel submitting Waste Generation Record (WGR) forms must have received facility Hazardous Waste Site Manager/Alternate (Waste Generator) Training and Certification for NBK Keyport.
- 20.13 Laboratory Analysis: When, at the sole discretion of the Government, laboratory analytical information is necessary to designate waste, the contractor shall provide sampling and analysis services in accordance with WAC-173-303 and EPA SW-846. Sampling personnel shall be trained and proficient in environmental sampling and laboratory must meet applicable accreditation for the analysis conducted. Submit sampling personnel qualifications and laboratory accreditation as part of the Environmental Protection Plan (EPP)
- 20.14 Submit analytical results and reports to the Government as part of the Waste Determination Documentation. If the government determines that a waste is not a hazardous (dangerous) waste, the contractor may dispose of the waste in accordance with federal, state, and local regulations and per guidance in Waste Determination Documentation form.
- 20.15 Hazardous (Dangerous) Waste Management:
 - 20.15.1 Identify, minimize, segregate, contain, package, label and turn in Hazardous (dangerous) waste to the Government for disposal. Collect dangerous waste in Department of Transportation (DOT)-approved containers in accordance with 49 CFR 171, 49 CFR 172, and 49 CFR 178 properly labeled to identify the type of waste, hazard to personnel, and the start date. Containers and labels will be supplied by the Government.
 - 20.15.2 Notify the Contracting Officer 14 calendar days in advance for request of bulk containers. Request is accomplished by submission of a Waste Profile including an estimated quantity of dangerous waste and the number of containers. Identify dangerous waste generated within the confines of the station by the use of the station's EPA generator identification (ID) number.

- 20.15.3 Accumulate waste in a satellite or 90-day accumulation area that meets the requirements set forth in WAC-173-303 and approved by the BEO. Contact the Government no more than 45 calendar days from the start date for 90-day accumulation areas to arrange for transport. Accumulate bulk dangerous waste in a less than 90-day area. Turn in non-bulk dangerous waste from a 90-day area within 45 days of the start date. Turn in dangerous waste from satellite accumulation areas to the Government prior to exceeding time and quantity limits. Onsite treatment of waste by the contractor is prohibited. Contractor shall not transport Dangerous Waste on or off Government facilities without BEO authorization.
- 20.16 Control of Waste Without Documented Waste Determination:
- 20.16.1 Collect waste for which the Waste Determination Documentation has not been completed; label "waste awaiting designation" or "WAD" to indicate that analysis is pending. Accumulate and manage in an area that meets the minimum criteria for satellite or 90 day accumulation in accordance with WAC-173-303 and the Contract specifications.
- 20.16.2 Submit Waste Determination Documentation for each undesignated waste type within one day of generation. Do not turn in or dispose of waste without prior to designation by the Government.
- 20.17 All contractors and personnel on the project site shall be the competent person and responsible for their own actions. All persons on the project site will have the right to stop work if for any reason that unsafe conditions exist.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Electrical and Heating Upgrade Bldg 1044 FFP SEE SOW PERFORMANCE PERIOD IS JUST A PLACEHOLDER - 180 DAYS ARE ALLOWED FOR THIS PROJECT STARTING WITH AWARD DATE. FOB: Destination PSC CD: Z1JZ	1	Project		

NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	180 dys. ADC	1	N/A FOB: Destination
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Section 00 20 00 - Instructions for Procurement

EVALUATION LPTA**QUESTIONS:**

All questions and inquiries shall be sent in writing as soon as practicable after receipt of solicitation. Questions shall be submitted via e-mail to Kitty Candelaria at kitty.l.candelaria.civ@us.navy.mil no later than ten (10) days prior to the closing date of the solicitation. Offeror must receive confirmation of receipt to ensure e-mail correspondence was received by the Government. DO NOT INCLUDE GOVERNMENT DRAWINGS OR GOVERNMENT PROTECTED INFORMATION IN YOUR EMAILS UNLESS THEY ARE DIGITALLY ENCRYPTED PER FEDERAL INFORMATION PROCESSING STANDARD (FIPS) PUBLICATION 140.2.

POINT OF CONTACT:

The Government Point of Contact for this Solicitation/Request for Proposal is Kitty Candelaria, Telephone (360) 315-8979, E-mail: kitty.l.candelaria.civ@us.navy.mil.

PROPOSAL SUBMISSION:

Proposals shall be submitted electronically. Mailed proposals are not acceptable. Electronic proposals shall be e-mailed to kitty.l.candelaria.civ@us.navy.mil. Offerors shall provide an email to kitty.l.candelaria.civ@us.navy.mil requesting confirmation of Government receipt of the proposal submission. Offerors must receive confirmation of receipt to ensure proposals have been received by the Government.

Award will be made to the responsible Offeror submitting the lowest price, technically acceptable proposal. The Government intends to award a contract without discussions (except for clarifications as described in FAR 15.306(a)), as permitted by FAR 15.305(a) (3) and FAR 52.215-1. However, the Government reserves the right to conduct discussions to permit Offerors to revise their proposals.

PROPOSAL CONTENT:

Each Offeror's proposal shall contain the following:

a) Cover letter containing:

- The solicitation number
- The name, address, telephone and facsimile numbers, and e-mail address of the Offeror;
- The DUNS Number, CAGE Code, and Tax Identification Number (TIN) of the Offeror;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation, and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
- A statement indicating the extent to which all items proposed are in accordance with all requirements of the solicitation and all associated drawings, attachments, and specifications.
- A statement indicating that prices are valid for a minimum of 90 days from date of solicitation closing; if no such statement is included in the offer, all pricing shall be valid for 90 days from date of solicitation closing.
- Names, titles, phone numbers, facsimile numbers, and e-mail addresses of persons authorized to negotiate and sign on the Offeror's behalf with the Government in connection with this solicitation.
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

b) Complete Standard Form (SF) 1442, including pricing for all line items except Not-Separately-Priced (NSP) line items. Complete the attachment titled "**BID FORM**" identifying your proposed pricing breakdown.

- c) Completed Representations and Certifications in System for Award Management (SAM) located at SAM.gov.
- d) Complete Technical Proposal

Technical Proposals shall be organized and include the following:

Factor 1 – Technical Capability

Factor 2 – Past Performance

Factor 3 – Safety

Offerors are asked to submit only the information/Attachments required. Do not submit any additional information such as brochures, or other pre-printed materials.

PROPOSAL SUBMITTAL REQUIREMENTS:

Proposals shall demonstrate understanding of the requirements and the proposed method of completing the Scope of Work and all other requirements of the solicitation. Offers must meet or exceed the specifications in the solicitation and any subsequent amendments.

Evaluation – Lowest Price Technically Acceptable

The Government will award a contract resulting from this solicitation to the responsible proposal, who's Offeror conforms to the solicitation and is most advantageous to the Government, price and other factors considered. Within the continuum, the Government will employ a "Lowest Price Technically Acceptable" analysis of cost or price and non-cost factors in evaluating the proposals submitted. Evaluation of technical factors shall be on an acceptable/unacceptable basis. All factors are required to achieve an acceptable rating to be considered technically acceptable.

FACTOR 1 – TECHNICAL CAPABILITY

To determine technical capability, Offeror shall provide required information for a comprehensive technical evaluation, including the following:

(a) Technical Capability – Bldg. 1044 Electrical and Heating Upgrade – N00253-22-Q-0032

1: Has the contractor been in business for more than 5 years in Commercial/Industrial applications that demonstrate their *ability to perform same or similar work to current requirement*?

- Contractor will provide this information through submittal of their past performance information and Washington State Department of Licensing will be reviewed for verification.

2: Is the contractor licensed to perform this work in Washington State?

- Washington State Department of Licensing will be reviewed for verification.

3: Does the contractor have qualified technicians and equipment operators in the local area? If not, what is contractor's proposal to meet requirement for qualified technicians and equipment operators for this project?

- Contractor must respond to this question.

4: Return of completed Attachment titled "Bid Form" identifying proposal breakdown of labor hours, labor mix, equipment type and quantity, and material quantity to illustrate reasonableness of level of effort.

Technical Capability Evaluation Ratings

Rating Description

- “Acceptable”, the proposal clearly meets the minimum requirements of the RFP.
- “Unacceptable”, the proposal does not clearly meet the minimum requirements of the RFP.

FACTOR 2 – PAST PERFORMANCE ACCEPTABILITY

The government will evaluate past performance on an acceptable/unacceptable basis. Quality will be evaluated based upon evaluation ratings in the Federal Awardee Performance and Integrity Information System (FAPIS), if available. The Government will use past performance information from Contractor Performance Assessment Reporting System (CPARS) IAW FAR Part 42.1503(g), which mandates construction contracts will be evaluated using CPARS information provided on performance completion and evaluation over the most recent six (6) year e.g., terminations for default or cause. Past Performance information may also be obtained from other established systems such as the Electronic Subcontract Reporting System (eSRS), or other databases; and may be obtained from other sources available to the Government, such as the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers or Fee Determining Officials.

In the case of an Offeror without a record of relevant (similar size, scope, price) past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned in FAPIS, the Offeror shall complete the attached “**Past Performance Reference**” sheets for between three (3) to five (5) past performance references, if available, that reflect recent and relevant performance within six (6) years of the solicitation closing date. Include for each “Past Performance Reference”, contract/task order number, contract/task order type (firm fixed price, time & material or cost type), total contract/task order amount, short description of work performed, and names and e-mail addresses for Contracting Officer, Contracting Officer’s Representative (COR) if applicable, Government Program Manager (PM) or Construction Manager (CM), or industry equivalent (if non-Government effort). Past performance references shall demonstrate the ability to handle the scope and magnitude of this proposed construction project. The Offeror shall include a brief discussion on how the references provided are relevant to the work being proposed.

Past Performance Evaluation Ratings

Rating Description:

- “Acceptable”, based on the proposal’s performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the proposal’s performance record is unknown.
- “Unacceptable”, based on the proposal’s performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

FACTOR 3 - SAFETY

The Offeror shall submit the completed attachment titled “**Safety Data Sheet**” with the following information:

The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for Calendar Years (CY) 2017, 2018, 2019, 2020, and 2021 as well as a safety narrative, as described further below.

For a partnership or joint venture, the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for each contractor who is part of the partnership/joint venture. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR shall not be submitted for subcontractors

1. DART Rate:

Submit five (5) previous complete calendar years’ [CY2017, CY2018, CY2019, CY2020 and CY2021] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why.

Should an increasing trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

- a. Dart cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.
- b. Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked.

Evaluation:

Evaluate any trends and consider changes that take the offeror from one risk level (or more) to the next up or down. Increasing trends will require an acceptable explanation of any extenuating circumstances that caused the higher mishap rates.

- a. Missing data without an explanation may be considered non responsive and may render the offeror ineligible for award.
- b. This chart correlates the DART rate to the level of risk:

Risk DART Rate:

- Very Low Risk Less Than 1.0
- Low Risk From 1.0 to 1.99
- Moderate Risk From 2.0 to 2.99
- High Risk From 3.0 to 4.0
- Extremely High Risk Greater than 4.0

2. TCR Rate:

Submit five (5) previous complete calendar years' [CY2017, CY2018, CY2019, CY2020 and CY2021] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should an increasing trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

- a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.
- b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

Evaluation:

Evaluate any trends and consider changes that take the offeror from one risk level (or more) to the next up or down. Increasing trends will require the explanation of any extenuating circumstances that caused the higher mishap rates.

- a. Missing data without an explanation may be considered non responsive and may render the offeror ineligible for award.
- b. This chart correlates to the TCR rate and the level of risk:

Risk TCR Rate:

- Very Low Risk Less Than 2.49
- Low Risk From 2.5 to 3.49
- Moderate Risk From 3.5 to 4.49

- High Risk From 4.5 to 5.99
- Extremely High Risk Greater than 6.0

Safety Evaluation Ratings based on DART and TCR Ratings

Rating Description:

- “Acceptable”, based on a stable “*Very Low Risk to Moderate Risk*” in both DART and TCR rating throughout 5 years or continual decrease in risk with “*Moderate Risk to Very Low Risk*” in the last 2 years.
- “Unacceptable”, based on consistently “*High Risk to Extremely High Risk*” in both DART and TCR, unexplained erratic risk rates, or continually increasing risk from “*High Risk to Extremely High Risk*” in the last 2 years.

PRICE: The purpose of the price evaluation is to determine whether an Offeror’s proposed prices for the service are realistic, complete and reflect an understanding of solicitation requirements, and to provide an assessment of the reasonableness of the proposed price. The Contracting Officer shall ultimately make any subsequent award to the Offeror whose offer is determined to represent the Lowest Price Technically Acceptable proposal.

TECHNICAL CAPABILITY, PAST PERFORMANCE, AND SAFETY, WHEN COMBINED, ARE EQUAL TO PRICE. Written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful proposal within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Failure to provide all required information from this solicitation and any subsequent amendment(s) may render the proposal non-responsive.

Performance under this contract requires the contractor to adhere to Operations Security (OPSEC) requirements which are attached to this solicitation and subsequent award but, can also available online at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Keyport/Resources>; click on OPSEC Guide for Defense Contractors on the left-hand side.

Section 00 70 00 - Conditions of the Contract

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Contractor	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
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	JUL 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 Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.223-10	Waste Reduction Program	MAY 2011

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.236-2	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
52.236-7	Permits and Responsibilities	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7020	Rights In Special Works	JUN 1995
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238210.

(2) The small business size standard is \$16,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

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

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)

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

The Contractor shall be required to (a) commence work under this contract within **TEN (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **180 days after award**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

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

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(vii) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(viii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (JAN 2022).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

- (ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).
- (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
- (v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
- (vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
- (viii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
- (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).
- (x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
- (xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).
- (xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
- (xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvii) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 2016)

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) (1) Bidders shall acknowledge receipt of any amendment to this solicitation--
 - (i) By signing and returning the amendment;
 - (ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid;
 - (iii) By letter;
 - (iv) By facsimile, if facsimile bids are authorized in the solicitation; or
 - (v) By email, if email bids are authorized in the solicitation.
- (2) The Government must receive the acknowledgement by the time and at the place specified for receipt of bids.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

- (a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- (b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--
 - (1) Lump sum bidding;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of subparagraphs (1) through (3) above.
- (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- (d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained

in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021) - ALTERNATE I (SEPT 2015)

(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 **238210**.

(2) The small business size standard is **\$16.5M**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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) Notice. 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.
- (9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:
- ☐ Black American.
 - ☐ Hispanic American.
 - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 - ☐ Individual/concern, other than one of the preceding.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

- (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 size standards in this solicitation.
- (2) Affiliates, as used in paragraph (a)(1) of this clause, 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.

(b) Applicability. This clause applies only to--

- (1) Contracts that have been totally set aside for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

- (2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

X By the end of the base term of the contract and then by the end of each subsequent option period; or

N/A By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

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

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

Small business concern--

(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 (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

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

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor 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 Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents 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 (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor 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 Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
6.1	6.9

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

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in

excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Washington, Kitsap, Bangor.**

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the

Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (NOV 2021)

(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 product (as defined in paragraph (1) of the definition of "commercial product" 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.

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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 nonavailability 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 product or to the construction materials or components listed by the Government as follows:

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 Act 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 Act to a particular construction material would be impracticable or inconsistent with the public interest; or

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

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(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) *\
Item 1:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____
Item 2:			
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)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security.

If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 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)

52.228-11 INDIVIDUAL SURETY--PLEDGE OF ASSETS (FEB 2021)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond--

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained--

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that

the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained--

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

1. Performance and Payment Bonds
2. An irrevocable letter of credit (ILC)
3. Certificates of deposit

Note: This clause applies to any construction project when the estimated or actual value exceeds \$35,000 but does not exceed \$150,000.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within **TEN (10)** days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon

presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _ _ _ _

IRREVOCABLE LETTER OF CREDIT NO. ____

Account party's name ____ _

Account party's address ____ _

For Solicitation No. ____ _ (for reference only)

TO: [____ U.S. Government agency]

[____ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ ____ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [____ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on ____ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[____ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

___ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) ___

Our Letter of Credit Advice Number ___

Beneficiary: ___ [U.S. Government agency]

Issuing Financial Institution: ___

Issuing Financial Institution's LC No.: ___

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by ___ [name of issuing financial institution] for drawings of up to United States dollars ___ /U.S. \$ ___ and expiring with our close of business on ___ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at ___ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ___ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ___ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) ____

[Name and address of financial institution]

Pay to the order of ____ [Beneficiary Agency] ____ the sum of United States ____ This draft is drawn under Irrevocable Letter of Credit No. ____

____ [Beneficiary Agency]

By: ____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUN 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

- (1) Completion and acceptance of all work;
 - (2) Presentation of a properly executed voucher; and
 - (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).
 - (i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
 - (j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--
 - (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
 - (2) Deducted from the next available payment to the Contractor.
- (End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Naval Undersea Warfare Center Division, Keyport
 Code 02
 610 Dowell Stree, BLDG 206
 Keyport, WA 98345

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

(End of provision)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

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

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

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

Name: Jennifer Albright
Email: jennifer.m.albright5.civ@us.navy.mil
Telephone: (360) 315-6740

(End of provision)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

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):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/dfars>

(End of provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

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

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

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

☒ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☒ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

☒ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☐ (vii) 252.232-7015, Performance-Based Payments--Representation.

(c) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014)

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

Storage means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

Toxic or hazardous materials means--

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing, treating, or disposing of toxic or hazardous materials not owned by DoD on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense. A charge may be assessed for any storage or disposal authorized under any of the exceptions to 10 U.S.C. 2692. If a charge is to be assessed, then such assessment shall be identified elsewhere in the contract with payment to the Government on a reimbursable cost basis.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Document Type: Invoice and Receiving Report (Combo)

Inspection location: DESTINATION

Acceptance location: DESTINATION

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N62839
Issue By DoDAAC	N00253
Admin DoDAAC**	N00253
Inspect By DoDAAC	N00253
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	N00253
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Send additional email notifications to:

receiptcontrol.nuwckpt.fct@navy.mil

Daniel Timmons – Engineering Technician - daniel.s.timmons.civ@us.navy.mil

For WAWF Invoicing questions, contact:

Keyport Vendor Pay Group: (360) 315-8500 or vendorpay.nuwckpt.fct@navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA)
(OCT 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of text)

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT
OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions—Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This procurement contains the following contract type(s):

Item	Type*
0001	FP

*CR – Cost-Reimbursement
FP – Fixed Price

(End of text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of text)

Section 01 00 00 - General Requirements

GENERAL REQUIREMENTS**1.1 Construction Work Categories**

Category III construction services are primarily composed of minor renovation or repair. Local environmental or usage permits are required; state or federal permits are not required unless specifically requested in the contract. Building and/or site approvals are not required. There are no plans and specifications; work is developed from a scope of work supplemented by professional engineering staff as needed with sketches, catalog cuts, and/or narrative descriptions. Examples of typical Category III work include fire protection alarm relocation; pre-engineering buildings (>120 sf) with no utilities; installation of pre-fabricated carports; replacement of conveyors; non-structural demolition; overhead door repair/replacement (>100 sf); replacement of non-load bearing wall; exterior insulation finish system; HVAC package units (<5 tons, ground level); paving, asphalt overlay, large repair; sprinkler head, fire protection relocation/replacement (<21); roof replacement, structural repair in-kind; stairs, interior or exterior, single flight pre-engineering; utilities -connecting to existing with provider consultation; walls partition, no ingress/egress issues, no utilities; and window installation on non-load bearing walls.

1.2 The Unified Facility Guide Specifications

The Unified Facility Guide Specifications are mandatory for all work required under this contract. The contractor is responsible for obtaining the Unified Facility Guide Specifications and for maintaining updates to the specifications. The specifications whether referenced or not (in whole or part), shall be considered to be a part of this contract. Where two specifications are listed for a certain item of work the Navy section as denoted by an "N" shall be used. In the absence of specifications use an industry standard specifications or others listed in the Construction Criteria Identified in the Scope of Work. A complete listing of the UFGS Division 01 - General Requirements can be obtained at <https://wbdbg.org/ffc/dod/unified-facilities-guide-specifications-ufgs>

1.3 Proposal Preparation Costs

The costs for preparation of contract proposals shall be the responsibility of the Contractor and not directly reimbursable. The Contractor shall furnish all project management, planning, estimating, labor, transportation, mobilization, materials, equipment, tools, supervision, design if applicable, and all other associated costs necessary to fulfill the requirements of the contract.

1.4 Joint Venture (JV), Limited Liability Companies (LLC), Limited Partnerships (LTD), and ETC.:

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities with the bid:

- a. A copy of the JV, LLC or LTD agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
 - 1) The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
 - 2) The management approach in terms of who will conduct, direct supervise, and control.
 - 3) The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
 - 4) Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to executed the contract documents and bonds).
- c. A list of partners/parties, to include company name, DUNS and CAGE numbers, address, point of contact, e-mail address, phone number and facsimile number

NOTE: A bid may be rejected if the company name identified on the bonds is different from the JV, LLC or LTD name identified on the agreement.

1.5 EPAYROLL

SPECIAL CONTRACT REQUIREMENT FOR CONTRACTOR TO SUPPLY AND USE AN ELECTRONIC SOFTWARE FOR PROCESSING WAGE RATE REQUIREMENTS (CONSTRUCTION) ACT CERTIFIED PAYROLLS IN COMPLIANCE WITH FAR 52.222-8, PAYROLLS AND BASIC RECORDS AND FAR 52.222-13, COMPLIANCE WITH WAGE RATE REQUIREMENTS (CONSTRUCTION) AND RELATED ACT REGULATIONS.

The US Department of Labor accepts the electronic submission of certified payrolls and the “electronic signature” is accepted for the purposes of “certifying the payroll”. There are several electronic systems currently commercially available to contractors for payroll processing in compliance with the Wage Rate Requirements (Construction) and Related Acts.

The contractor may use a supplemental electronic Wage Rate Requirements (Construction) Act payroll processing system to process and submit certified payrolls electronically to the Government that are compliant with appropriate Wage Rate Requirements (Construction) Act payroll provisions in the FAR. The contractor shall be responsible for obtaining and providing all access, licenses, and other services required for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Wage Rate Requirements (Construction) and Related Act Regulations. The electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion, and providing a durable record copy of all payrolls and other documentation to the government at contract closeout.

The contractor shall obtain and provide access to the Government via the internet with login authorization, as required to comply with the Wage Rate Requirements (Construction) and Related Act Regulations over the duration of this construction contract. The access shall include electronic review access via the internet by the Government contract administrative office to the electronic payroll processing system used by the contractor.

The supplemental electronic payroll processing service shall meet the following basic functional criteria:

- commercially available;
- compliant with appropriate Wage Rate Requirements (Construction) Act payroll provisions in the FAR;
- able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract;
- demonstrated security of data and data entry rights;
- ability to produce contractor-certified electronic versions of weekly payroll data;
- ability to identify erroneous entries and track the data/time of all versions of the certified Wage Rate requirements (Construction) payrolls submitted to the government over the life of the contract;
- capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout.

This durable record copy of data from the electronic Wage Rate Requirements (Construction) payroll processing system shall be provided to the Government during contract closeout.

All contractor-incurred costs related to the contractor’s provision and use of an electronic payroll processing service shall be included in the contractor’s price for the overall work under the contract. The costs for Wage Rate Requirements (Construction) Act compliance using electronic payroll processing services shall not be a separately bid or reimbursed item under this contract.

1.6 Bondability

As approved by the Chief of Contracting Office, a letter of "bondability" will only be accepted when specifically addressed in solicitation. The letter shall include a statement on the Surety's letterhead from the bonding agent that says: (1) the contractor has the bonding capacity for the subject contract, and (2) performance and payment bonds will be provided after contract award according to the requirements of the project. This letter does not require the offeror to incur cost.

1.7 Performance and Payment Bonds

When Performance and Payment Bonds are required, they shall be submitted for approval to the Contracting Officer within 10 days after award. Commencement of construction is contingent upon approval of required bonds.

Bond Requirements: Bid bonds are required in accordance with FAR 28.101-4 (for projects over \$150,000). An electronic copy of your bid bond must be submitted with your proposal. A hard copy of your bid bond will be requested from the apparent low upon confirmation of their price and must be submitted to the Facility Support Services Office at NUWC Keyport within one (1) business day from time of request. Failure to submit an electronic copy of your bid bond with your proposal will result in your proposal being deemed nonresponsive and your proposal removed from consideration.

In accordance with FAR Clause 52.228-15 Performance and Payment Bonds--Construction and FAR Clause 52.228-13 Alternate Payment Protections, Payment and/or performance bond(s) will be at the time of award.

- No bonds are required for proposals less than \$35,000.00.
- Proposals valued at \$35,000.00 and up to \$150,000.00 will require a payment bond only.
- Proposals valued at \$150,000.00 and greater will require a bid bond, a payment bond, and a performance bond.

1.8 Individual Surety/Sureties

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

- (1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.
- (2) State whether the security issued was issued by public or private offering and give the place of registration of the security.
- (3) State whether the security is presently, actively traded.

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

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

(c) Real Property Interests:

- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

- (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.
- (3) State the method(s) of valuation upon which appraisal is based.
- (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
- (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment. (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.
- (d) Persons Proposed as Individual Sureties:
 - (1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
 - (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

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

1.9 Project Plans and Specifications

This solicitation identifies all available project plans, drawings and specifications that are applicable to the requirement in the Scope of Work.

1.10 Pre-award Site Inspections

Upon receipt of the scope of work, including applicable drawings, and following a brief time period for reviewing the documents, the Contractor shall inspect the job site per the site visit instructions in scheduled in the ***Information to Offeror***. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of the Contracting Officer through the PPI process. The Contractor shall also notify the Contracting Officer upon observing any features in the work required to be performed that appear to be ambiguous, confusing, conflicting or erroneous.

1.11 Subcontracting Responsibilities

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure subcontractor work is completed within the stated requirements.

1.12 Notice of Constructive Changes

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

1.13 Payments

Designated paying office and invoicing procedures will be identified in contract award. Invoices shall be processed according to DFARS 252.232-7003 Electronic Submission of Payment Requests (December 2018) and DFARS

252.232-7006 Wide Area Workflow Payment Instructions. To comply with the clause 252.232.7003, Electronic Submission of Payment Requests (December 2018), the contractor is required to register for WAWF at: <https://wawf.eb.mil/>

WAWF information, payment status and training is available from the Procurement Integrated Enterprise Environment or PIEE at: <https://piee.eb.mil/xhtml/unauth/web/homepage/vendorCustomerSupport.xhtml>

WAWF questions should be directed to the WAWF helpdesk at 866-618-5988 or email at: disa.global.servicedesk.mbx.eb-ticket-requests@mail.mil

1.14 Construction Schedule

Submit a baseline schedule with start date, end date, major work activities and durations, estimated pre-final (substantially complete) and final (entirely complete) inspection dates, and other major milestones. Provide updates to baseline schedule as needed or as requested (when there is a change to the critical path). Requirements of this deliverable are posted in *Deliveries and Performance*

1.15 Schedule of Values (SOV)

Submit a schedule of values with a breakdown of component work activities for which progress payments will be requested seven (7) days after award. The total costs for the component work activities shall equal the total contract price. Requirements of this deliverable are posted in *Deliveries and Performance*

1.16 Pre-Performance Conference

Prior to commencing work under this contract, the Contractor shall meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

1.17 Commencement of Work

The Contractor shall be required to commence work under this contract within ten **(10)** calendar days **AFTER** the date the Contractor receives the notice to proceed in accordance with FAR clause 52.211-10.

1.18 Partnering

Partnering is a structured process, as well as philosophy of doing business with Contractors and customers that recognizes common goals through communication and teamwork. It helps create an environment where trust and team work prevent disputes, foster good working relations to ever practice the philosophy of Partnering on every contract we administer. The level of partnering, formal or informal, required for a particular project will depend on the dollar value of the project, technical complexity, and the nature of the scheduled completion date.

1.19 Weekly Reports

Reports are to be prepared, signed and dated by the Contractor Project Manager assigned to the project. The contractor shall provide a weekly report to the Contracting Office electronic mail. The Contracting Officer will have **five (5) business days** to address any concerns raised in the weekly Progress Reports. At a minimum, the following information shall be included in each daily report:

- Progress this period
- Status of all tasks developed in the project management plan (with attachment copies of meeting notes, point and working papers).
- Indication that the Contract Completion Date (CCD) is being met or if not, a description of new CCD. It must include the reasons for a change in the date and identify the impact of the change on the project.
- What is needed from Government in order to meet the CCD.
- Activity planned for the next reporting period; planned supporting activities, as well as the status of all products/working papers, including planned CCD and actual and/or anticipated CCD.
- Problems encountered; identification of any problems, issues or delays and recommendations as to their resolution concerning the problems submitted during the interim, and any corrective action that was taken to correct identified problems.
- Pictures of construction progress of key milestones or events on the project.

1.20 As-Built Drawings

1. When required to be provided as a project close-out submittal, revise identified existing facility record drawings as specified to show all variations between the work performed under this contract and the features shown on the existing facility record drawings.
2. Hard copies of the existing facility drawings will be provided for use after the contract is awarded as requested.
3. Requests for partial payment will not be approved if the marked prints are not kept current. Final payment will not be processed until complete and accurate marked prints are submitted and approved.

CONTRACT ADMINISTRATION DATA

2. MANAGEMENT AND ADMINISTRATION

2.1 Identification of Procuring Contracting Officer

The Procuring Contracting Officer (PCO) is located at: NUWC Division, Facilities Contracting Service, 610 Dowell Street, Keyport WA 98345. Overall administration of the basic contract will be the responsibility of this office. The PCO is responsible for the contract in its entirety and possesses complete authority to modify the terms of the basic contract to include contract interpretation, claims avoidance and resolution, negotiated change orders (as applied to the contract in its entirety), award of option periods, and direction authority.

All correspondence for the basic contract shall be addressed to the NUWC Division, Facilities Contracting Service, PCO and shall include the contract number assigned.

2.2 Contracting Officer Authority

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

2.3 Minimum Insurance Requirements

The Contractor shall furnish a Certificate of Insurance, as evidence of the existence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-05. Requirements of this deliverable are posted in ***Deliveries and Performance***. This insurance must be maintained during the entire performance period of the basic contract.

2.4 Certificate of Insurance

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

2.5 Minimum Insurance Amounts

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

- 1) Comprehensive General Liability: \$500,000 per occurrence
- 2) Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage.
- 3) Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease laws.
- 4) Employer's Liability Coverage: \$100,000, except in States where workers compensation may not be written by private carriers.
- 5) Others as required by State law.
- 6) USL&H if required.

NOTE: Pricing Consideration:

U.S. Longshore and Harbor Workers Compensation Act (USL&H) may apply to this project.
(If applicable, address as separate cost on proposal.)

The above insurance coverage is to extend to Contractor personnel operating Government owned equipment and vehicles.

Prior to commencement of work, 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 or 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 laws of the state in which the contract, (put in contract number) is to be performed, and in no event less than thirty (30) calendar days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph below, in all subcontracts:

"Any cancellation or any change in the limits of liability 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 gives written notice to the Contracting Officer, whichever period is longer."

Wording such as "will endeavor to mail notice" or "failure to mail such notice shall impose no obligation or liability" does not comply with the contract requirements and therefore are not acceptable.

2.6 Management and Administration

The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, certified payroll generation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

A full-time site Superintendent and a full-time Quality Control (QC) representative are required to be on site for the duration of the project. The Superintendent may serve as the Site Safety and Health Officer (SSHO) as long as all requirements in **Section 5.4 (Governmental Safety Requirements)** are met.

Employment Eligibility Verification (E-Verify)

Statutes and Executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. In accordance with FAR Clause 52.222-54, Employment Eligibility Verification, this contract requires the use of E-Verify which provides an Internet-based means of verifying employment eligibility of workers employed in the United States, but is not a substitute for any other employment eligibility verification requirements.

Federal Contractor Program

In accordance with Federal Acquisition Regulation (FAR) 22.1303, any contractor or subcontractor with a contract of \$250,000 or more with the Federal Government must take affirmative action to hire and promote qualified targeted veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Companies must file an annual VETS-4212 report, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided at VETS-4212 Internet site at <http://www.dol.gov/vets/VETS-4212.html> or employers may contact the VETS-4212 office at (866) 237-0275 or e-mail at <http://www.dol.gov/vets/vets4212.html>. A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-4212, Federal Contractor Veterans' Employment Report (VETS-4212 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year. A confirmation of the VETS-4212 Report filing shall be submitted with the Proposal, if applicable.

2.7 List of Proposed Subcontractors

Provide the Contracting Officer a list of all proposed subcontractors including address, telephone number, name of point of contact (POC), their qualifications, and description of work that will be performed under this SOW. Provide alternate POCs for each company.

2.8 Organizational Chart, List of Key Personnel and Their Qualifications

The Contractor shall provide their organizational chart, list of key personnel and their (Program Manager, Project Manager, Quality Assurance Manager, and Health and Safety Manager) qualifications and experience. Identify any special certifications they may carry (Section 5, Health and Safety).

2.9 Employee Requirements

The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required this contract.

2.10 Employee Appearance

The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

2.11 Employee Conduct

Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and business-like manner.

2.12 Removal of Employee

The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

2.13 Registered Historic Buildings and Facilities

Not included in this solicitation/award

3. CONTRACTOR ACCESS AND USE OF PREMISES

3.1 Activity Regulations

The contractor shall ensure that contractor personnel employed on the Activity become familiar with and obey Activity regulations. The Pre-Construction Meetings will proactively include customers to address special requirements ahead of performance. The contractor personnel shall limit operations and physical proximity to the established work area and agreed upon access and egress avenues. All personnel shall wear hard hats and other required PPE as applicable in designated areas. No contractor personnel shall enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

3.2 No Smoking Policy

Smoking is prohibited within and outside of all buildings on NUWC Division - Keyport except in designated smoking areas. This applies to existing buildings under construction and buildings under renovation. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines.

3.3 Working Hours

The Government's regular working hours are an eight and one half (8.5) hour period between the hours of 0700 and 1600 five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation will be stated in Scope of Work. Work hours not specifically authorized in this basic contract requires approval from the Contracting Officer. The Contractor shall submit a request to the Contracting Officer ten day in advance to allow arrangement for Government inspection of the work in progress.

3.4 Observed Federal Holidays

The Government observes the following holidays: New Year's Day, Martin Luther King Junior's Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the contractor chooses to pay these holidays, it is considered to be a bona fide benefit to the employee under the Construction Wage Rate Requirements Statute Act and shall be calculated

toward satisfaction of mandated fringe benefit minimums stated in the wage determination. Observed holidays may also be found at www.opm.gov.

3.5 Work Outside Regular Hours

Work, not specifically identified in the contract, which is outside regular working hours requires Contracting Officer approval. Make application ten **(10)** calendar days prior to such work to allow arrangements to be made by the Government for inspecting the work in progress. Provide the specific dates, hours, location, type of work to be performed, contract number and project title. Based on the justification provided, the Contracting Officer may approve work outside regular hours. During periods of darkness, the different parts of the work shall be lighted in a manner approved by the Contracting Officer. Requirements of this deliverable are posted in ***Deliveries and Performance***

3.6 Occupied Buildings

The contract may require the Contractor to work in or around existing building(s), which are occupied. Entry into the building shall be in accordance with the approved schedule or accompanied by a government representative. If entry outside the approved schedule is necessary, permission must be requested in advance so that building management may be notified. When required by the contract, the existing buildings and their contents shall be kept secure at all times. The contractor shall provide temporary closures as required to maintain security as directed by the Contracting Officer. Provide dust covers or protective enclosures to protect existing work that remains and Government material located in existing facilities during the construction period.

3.7 Jobsite Lay-Down Area

Materials and equipment may be stored at the jobsite lay down area which must be approved in advance through submission of a Universal Outage Request. Requirements of this deliverable are posted in ***Deliveries and Performance***. There will not be office space available at any location. All job site lay down areas are dependent upon contract size and location of the work.

3.8 Hazardous Areas

The contractor shall not enter into work areas where personnel are using protective equipment such as respirator and masks, areas marked for High Voltage Electricity, or marked boundary areas without prior approval from authority designated in the contract. Contractor personnel shall not, under any circumstances, enter a radiologically controlled area, or cross any posted radiological boundary. This paragraph applies to all phases of contract work. Radiation areas are posted with signs consistent with OSHA requirements. Ensure that employees are familiar with the radiation signs and symbols. All personnel entering the shipyard for the first time are required to receive radiological indoctrination training. Should contract workers encounter radiological postings and/or boundaries that appear to limit their ability to access or carry out their intended work, they shall notify their contract administrator for resolution of the problem.

3.9 Protection of Natural Resources

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified. If the work is near streams, lakes, or other waterways, conform to the national permitting requirements of the Clean Water Act. Do not disturb fish and wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified. Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Contracting Officer. Where such use of attached ropes, cables, or guys is authorized, the Contractor will be responsible for any resultant damage. Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from uncleared areas. By approved excavation, remove trees with 30 percent or more of

their root systems destroyed. Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer's approval before replacement. The Contracting Officer's approval is required before any equipment will be permitted to ford live streams. In areas where frequent crossings are required, install temporary culverts or bridges. Obtain Contracting Officer's approval prior to installation. Remove temporary culverts or bridges upon completion of work, and repair the area to its original condition unless otherwise required by the Contracting Officer.

3.10 Inclement weather

In the event of severe weather conditions or an emergency situation i.e. earthquake, fire, flooding, etc., base information can be obtained from the following:

https://www.cnmc.navy.mil/regions/cnrmw/installations/navbase_kitsap/about/base_conditions.html
<https://www.facebook.com/kitsapnavy/>

NBK – Keyport – Base Conditions – (360) 396-2553

Under severe weather warning, the Contractor must:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
- c. Ensure that temporary erosion controls are adequate.

3.11 Security Requirements

Contract Clause "FAR 52.204-2, Security Requirements Alternate II (2)

These special security requirements shall be identified in the scope of work.

Note 1: Any special or extraordinary security requirements which are unique to a specific project (for example, badging requirements for restricted areas) will be included in the requirements scope of work as applicable.

3.12 Security Clearance to Access Base

The BAVR system may be accessed at the following link: <https://www.bavr.cnmc.navy.mil>. BAVR requests shall be submitted at least seven (7) working days prior to the site visit or when access to a site is required.

BAVR requests shall provide the following into the fields specified:

1. Command You Are Visiting
2. Sponsor E-mail
3. Purpose of Visit

Once your BAVR request has been approved an e-mail will be generated confirming the approval. On the day of the site visit or performance of a contract begins, check in at Pass & ID with the appropriate citizenship documentation: Valid Passport or State Certified Birth Certification (the Birth Certificate shall be the original in good condition) AND one piece of valid photo ID. Escort will be provided by the Government.

The Governments POC will provide further information to those attending the site visit and the successful Offeror prior to work commencing.

3.13 Prohibited Items

Pursuant to the authority contained in 10 USC 6011 and US Navy Regulations, Chapter 8, Article 0826, the following items are prohibited:

1. Personal photographic equipment of any kind, including but not limited to cameras (still and/or video), film and cellular telephones with cameras.

2. Weapons or other dangerous materials of any kind, including but not limited to firearms, ammunition, knives (with blades longer than 2 inches), explosives, incendiaries, personal defense aerosols/sprays.
3. Personal reproduction equipment of any kind, including but not limited to photocopying, copying, and/or recording devices.
4. Alcoholic beverages of any kind.
5. Personally owned portable electronic devices (PEDs) used for storing data, including, but not limited to removable storage devices (e.g. memory sticks, rewriteable CDs and DVDs, Zip and floppy disks).

3.14 Physical Site Security

Ensure that no opening in the roof/walls/windows/fence of the building exists at the end of the workday, or exists where penetration is possible during non-working hours. If the building cannot be secured at the end of the workday, coordinate action with the Contracting Officer to notify the cognizant code to arrange for a security watch by their personnel.

3.15 Emergency Contacts

The prime contractor is required to furnish a list to the engineering technician and Contracting Officer of prime contractor and subcontractor personnel assigned to the contract, including addresses and telephone numbers for use in the event of an emergency at which he or his representative may be reached 24 hours daily. If the contractor does not have local telephones available, he shall maintain a toll-free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends, and holidays. The contractor shall notify the Contracting Officer in writing of the telephone number within three days after award of the contract and immediately thereafter in the event of change. This requirement does not relieve the prime contractor of the responsibility to contact their subcontractors in the event of an emergency.

4. UTILITIES AND OUTAGES

4.1 EXISTING WORK

Protection. The disassembling, disconnecting, cutting, removing, or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to portions of existing work, whether they (1) remain in place, (2) are re-used in the new work, or (3) are salvaged and stored.

Replacement. Portions of existing work which have been cut, damaged, or altered in any way during work operations shall be repaired or replaced in kind in an approved manner to match existing or adjoining work. Existing work shall, at the completion of operations, be left in as good a condition as existed before the new work started.

Location of Underground Facilities. The Contractor shall verify the location and elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed, but indicated in locations to be excavated, traversed by piping or ducts, or otherwise to be disturbed by or involved in this work. The project site shall be scanned with electromagnetic or sonic equipment and the surface of the ground marked where existing underground utilities are discovered. A dig permit shall first be obtained identifying potential utility services in the area, vehicular traffic flow, protection provided by fire and intrusion and alarm systems, or activities that might affect mission operations.

4.2 Service Interruptions/Utility Outages

If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall submit a **Universal Outage Request** to the Engineering Technician/Project Manager twenty (20) calendar days in advance to allow notification of affected tenants and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the Contracting Officer and/or engineering technician as soon as practicable. At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Requirements of this deliverable are posted in **Deliverables and Performance**. Once approved,

and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer and/or engineering technician to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

4.3 Utility Cutovers, Interruptions & Area Outage Requests

Permission to use space, interrupt any roads, railroads, and/or utility service shall be requested to the Base Area Outage Coordinator via the Engineering Technician in writing a minimum of twenty (20) working days prior to the desired date of interruption or space utilization (parking, lay down etc.) The contractor shall make every effort to conduct utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays.

Permission for parking (including hanging passes for company vehicles) and lay down areas shall require an approved Area Outage to be submitted via the Engineering Technician. Approved Area Outage must be posted onsite during entire construction period of performance.

The contractor shall conform to procedures in paragraph 3.5 "Work Outside Regular Hours", unless specifically stated otherwise in the contract. Interruption to water, sanitary sewer, storm sewer, telephone service, electric service, air conditioning, heating, fire alarm, and compressed air, shall be considered utility cutovers pursuant to the paragraph entitled "Work Outside Regular Hours." Such interruption shall be further limited to 8 hours, unless otherwise specified. This time limit includes time for deactivation and reactivation.

4.4 Pre-Outage Coordination Meeting

The contractor shall apply for utility outages of proposed outage (See Paragraph 4.2). As a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer and/or Engineering Technician to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

4.5 Operation of Station Utilities

The Contractor shall not operate or disturb the setting of control devices in the station utilities system, including water, sewer, electrical, and steam services. The Government will operate the control devices as required for normal conduct of the work. The Contractor shall notify the Contracting Officer and government technical representative using the Area/Utility Outage Request process when such operation is required.

4.6 Availability of Utilities

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

Electric - Water - Compressed Air NOT AVAILABLE

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

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

- a. Lights shall be used only in areas where and at the time when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

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

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

5. HEALTH AND SAFETY

5.1 Publications

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

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1, Safety Requirements for Personal Fall Arrest System, Subsystems and Components

ANSI A10.32, Fall Protection systems for Construction and Demolition Operations

ANSI A10.34, Protection of the Public on or Adjacent to Construction Sites

ANSI Z9.2, Fundamentals Governing the Design and Operation of Local Exhaust Systems

ANSI Z88.2, Respiratory Protection

ANSI Z358.1, Emergency Eyewash and Shower Equipment

ASME INTERNATIONAL (ASME)

ASME B30.22, Articulating Boom Cranes

ASME B30.3, Construction Tower Cranes

ASME B30.5, Mobile and Locomotive Cranes

ASME B30.8, Floating Cranes and Floating Derricks

EM 385-1-1 Safety -- Safety and Health Requirements (Most Current Version).

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NAVFAC Navy Crane Center, WEIGHT HANDLING PROGRAM MANAGEMENT - P-307 -2016

NAVSEA - NUWC Division Keyport Occupational Safety & Health Branch, Safety Requirements for Contractors and Subcontractors, April 2021 REV 0

NAVSEA - NUWC Division Keyport Guide to Environmental Compliance Requirements for Contractors and Subcontractors, October 2019

NFPA 241, Safeguarding Construction, Alteration, and Demolition Operations

NFPA 51B, Fire Prevention During Welding, Cutting, and Other Hot Work

NFPA 70, National Electrical Code

NFPA 70E, Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA) 29 CFR 1910 Occupational Safety and Health Standards (OSHA)

29 CFR 1910.146 Permit-required Confined Spaces

29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment

29 CFR 1926 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

5.2 Safety Related Definitions and Acronyms

- a. *Base Environmental Office (BEO)*. Office that oversees hazardous waste management, asbestos and lead management, storm water, air discharge and ozone depleting substances to list a few. All environmental issues concerning construction will be overseen by this office.
- b. *Certified Construction Health & Safety Technician (CHST)*. An individual who is currently certified as a CHST by the Board of Certified Safety Professionals.
- c. *Certified Industrial Hygienist (CIH)*. An individual who is currently certified as a CIH by the American Board of Industrial Hygiene.
- d. *Certified Safety Professional (CSP)*. An individual who is currently certified as a CSP by the Board of Certified Safety Professionals.
- e. *Certified Safety Trained Supervisor (STS)*. An individual who is currently certified as an STS by the Board of Certified Safety Professionals.
- f. *Competent Person*. An OSHA certified person who is capable of identifying or predicting hazards or hazardous conditions and has the authority to take prompt corrective measures to eliminate them. The competent person assists writing the Activity Hazard Analysis and signs it if the phase of work requires a particular competent person (e.g., fall protection, excavation/trenching, scaffolding).
- g. *Competent Person for Fall Protection*. A OSHA Certified person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.
- g. *Qualified Person*. One who, by possession of a recognized degree, certificate, or professional standing and have extensive knowledge, training, and experience and has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, work, or the project.
- h. *High Visibility Accident*. Any mishap which may generate publicity and/or high visibility.
- i. *Medical Treatment*. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even if provided by a physician or registered professional personnel.
- j. *Operating Envelope*. The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers and crane walkers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).
- k. *Qualified Person for Fall Protection*. A person with a recognized degree or professional certificate, and with extensive knowledge, training and experience in the field of fall protection; who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.

Acronyms

AHA – Activity Hazard Analysis
APP – Accident Prevention Plan
EWS - Encountered Waste Summary
SSHO – Site Safety & Health Officer

5.3 Regulatory Requirements

In addition to the detailed requirements included in this contract, work performed shall comply with USACE EM 385-1-1, and the laws, ordinances, criteria, rules and regulations further identified. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

5.4 Site Safety & Health Officer (SSHO) Qualifications & Duties

SSHO Qualifications & Duties: SSHO shall perform safety and occupational health management, surveillance, inspections, and safety enforcement on the construction site at all times when work is being performed. The assignment of the SSHO does not relieve the Contractor from the regulatory requirements governing safety responsibility. The site superintendent meeting the qualifications described below may perform the duties of SSHO. The SSHO shall provide a resume documenting that the following requirements are satisfied in accordance with the requirements of this deliverable posted in ***Deliverables and Performance***.

- 1) 30-hour OSHA construction safety class or equivalent within the last 5 years.
- 2) Competent person training as needed.
- 3) In addition to duties required in EM 385-1-1, perform the following:
 - 3.a) Attend pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic progress meetings
 - 3.b) Implement and enforce accepted APP and AHA.
 - 3.c) Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be kept on jobsite for review by Engineering Technician.
- 3.d) Ensure sub-contractor compliance with safety and health requirements. Failure to actively apply an acceptable safety program will result in dismissal and a project work stoppage that will remain in effect pending approval of a suitable replacement.

5.5 EM-385 1-1 APPLICABILITY

Accident Prevention Plan (APP)

The contractor is required to submit a General APP. Requirements of this deliverable are posted in ***Deliverables and Performance***. The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below.

- 1) The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. All safety requirements of this contract apply to all subcontractors employed by the prime contractor at all levels and shall be enforced by the prime contractor.
- 2) Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.
- 3) The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the onsite superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

- 4) Submit the APP to the Contracting Officer twenty-one (21) calendar days after contract award. Work cannot proceed without an accepted APP.
- 5) Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the basic contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Work stoppages of this nature shall not constitute a government caused delay and time extensions will not be granted.
- 6) Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Revisions to the APP will be the responsibility of the contractor and shall be distributed to the Contracting Officer and government technical representative for review and acceptance.
- 7) Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within twenty-four (24) hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34,) and the environment. Copies of the accepted plan will be maintained at the Contracting Officer's office and job site.
- 8) The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

5.6 EM 385-1-1 Contents

In addition to the requirements outlined in Appendix A of USACE EM 385-1-1, the following is required to be included:

- 1) Names and qualifications: Resumes including education, training, experience and certifications of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSs, CHSTs. The duties of each position shall be specified. Requirements of this deliverable are posted in ***Deliverables and Performance***.
- 2) Qualifications of Competent and of Qualified Persons: Competent or Qualified person(s) qualifying skills statement(s) shall be kept at the project site available for Government Designated Authority review. The competent person(s) and qualified person(s) shall be designated in writing in the Site-Specific Accident Prevention Plan (APP). The qualifying factors for either designation shall be submitted for any of the following major construction activities prior to its occurrence: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical, and biological agents; personal protective equipment and clothing to include selection, use and maintenance. Requirements of this deliverable are posted in ***Deliverables and Performance***.

5.7 Activity Hazard Analysis (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1 figure 1-6 Submit the AHA for review no earlier than six (6) calendar weeks and no later than one (1) calendar week prior to the start of each phase of work, as described under ***Deliverables and Performance***. Subsequent AHAs shall be prepared as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

5.8 Emergency Medical Treatment

Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.

5.9 Accident Notification and Reports

1) For recordable injuries and illnesses, and property damage accidents resulting in at least \$5,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the Navy Contractor Significant Incident Report (CSIR) form. Requirements of this deliverable are posted in ***Deliverables and Performance***. The Contracting Officer will provide copies of any required or special forms.

2) Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of *Recordable Injuries or Illnesses or High Visibility Accidents*, property damage equal to or greater than \$5,000, or any weight handling equipment accident. Include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (e.g., type of construction equipment used, PPE used). Preserve the conditions and evidence on accident site until the Government investigation team arrives and Government investigation is conducted.

3) Monthly Work-Hour Reports: Monthly work-hour reporting to the Contracting Officer is required to be attached to the monthly billing request. Requirements of this deliverable are posted in ***Deliverables and Performance***. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms at the contract Pre-Performance meeting.

5.10 Hazard Protection and Prevention Program

Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Include company policy; identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

5.11 Fall Protection and Prevention (FP&P) Plan

The Contractor shall create a plan that is site specific and addresses all fall hazards in the work place during the different construction phases of work. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six (6) months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan and all associated AHAs shall be part of the Fall Hazard Protection and Prevention Program. Additional requirements can be found in ***Deliverables and Performance***.

5.12 Weight Handling Equipment

1) Provide a Certificate of Compliance for each crane entering an activity under this contract. Requirements of this deliverable is posted in ***Deliverables and Performance***. This Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. The Certificate of Compliance shall state that the crane operator(s) is qualified and trained in the operation of the crane to be used. Also certify that all of its crane operators working on the DOD activity have

been trained in the proper use of all safety devices (e.g., anti- two block devices). Post this certification on the crane or cranes if more than one involved in the contract.

2) Notify the Contracting Officer five (20) days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check. Prime Contractor Field Supervisor is responsible for performing the safety check.

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

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

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

7) Use cribbing when performing lifts on outriggers.

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

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

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

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

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

5.13 Crane Critical Plan

Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. Requirements of this deliverable are posted in ***Deliverables and Performance***. The plan shall include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:

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

5.14 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government

agency, or an organization that tests and qualifies crane operators). Proof of Qualifications for Crane Operator(s) shall be provided for each crane event. Requirements of this deliverable are posted in ***Deliverables and Performance***.

5.15 Weight Handling Equipment (WHE) Accident

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

For any weight handling equipment accident (including rigging gear accidents), the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the Weight Handling Equipment Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer and Engineering Technician within 3 days of the accident. Requirements of this deliverable are posted in ***Deliverables and Performance***. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

5.16 Conduct of Electrical Work

Follow electrical safety criteria specified in USACE EM 385-1-1, and NFPA 70E during the conduct of all work. OSHA Approved Certification – The equipment installation and its component parts shall be in compliance with the applicable OSHA regulations in accordance with CFR Title 29, Chapter XVII, Part 1910 and installed in accordance with NEC/NFPA requirements. Approval shall be as specified under the “Approval” and “Acceptance” criteria in the OSHA regulations Subpart “O”, Machinery and Machine Guarding paragraph 1910.212 and Subpart “S” Electrical, paragraph 1910.303 and paragraph 1910.399. After equipment delivery and installation, and prior to testing, the contractor shall provide an OSHA Certification Report. Failure to provide this certification report will delay acceptance of the equipment, and could result in rejection for failure to comply with the terms of the contract.

This report documents the results of all tests performed, provides an assessment of the equipment performance for compliance with the contract requirements, and forms a basis for recommending a safety certification. The report, test and evaluation shall be a composite of those inspection requirements specified in the contract. The report shall be prepared in an orderly manner to clearly and accurately set forth the collected data and conclusion resulting from these inspection requirements, opinions and subjective conclusions shall be clearly identified. The report shall include, but is not limited to, the following:

- a. List of all tests performed and by whom witnessed. List of data used for evaluation.
- b. Tabulation of all discrepancies related to specification performance requirements. Description of limitations revealed by data utilized.
- c. Actions taken to mitigate each discrepancy and limitation. Recommendations for subsequent actions.
- d. Summary conclusions.
- e. Manufacturer Certification that equipment has been manufactured and installed to OSHA CFR 1910.399

5.17 Hot Work

Prior to performing "Hot Work" (e.g., welding, cutting) or operating other flame-producing/ spark-producing devices, request a written permit from the Fire Marshall through the Engineering Technician. **This request must be made within 14 calendar days of performing Hot Work.** CONTRACTORS ARE REQUIRED TO MEET ALL

CRITERIA BEFORE A PERMIT IS ISSUED. It is mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site as required after completion of the task or as specified on the hot work permit. Requirements of this deliverable are posted in *Deliverables and Performance*.

5.18 Work in Confined Spaces

In addition to the requirements of Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6), comply with the following paragraphs. Any potential for a hazard in the confined space requires a permit system to be used.

- 1) Confined Space Signage: Provide permanent signs integral to or securely attached to access covers for permit required confined spaces provided by this contract. Sign's wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER-" in bold letters a minimum of 25 mm (one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m (5 feet).
- 2) Entry Procedures: Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385- 1-1 for entry procedures.) Review all hazards pertaining to the space with each employee during AHA process.
- 3) Forced air ventilation is required for all confined space entry operations. Maintain minimum air exchange requirements to ensure exposure to any hazardous atmosphere is kept below its' action level.

5.19 Confined Space Entry Plan

Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory requirements identified if identified in this requirement. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.) Requirements of this deliverable are posed in *Deliverables and Performance*.

5.20 Competent Person for Confined Space Entry

Provide a competent person for confined space meeting the definition and requirements of Section 6 of EM 385-1-1 when confined space has been identified as part of the requirement. Should the work involve marine operations that handle combustible or hazardous materials, this person shall be a NFPA certified marine chemist.

5.21 Quality Control

The Contractor shall establish and maintain an inspection system in accordance with the FAR Clause 52.246-12, INSPECTION OF CONSTRUCTION, to ensure that the work performed conforms to the contract requirements. Submit a Contract Quality Control plan and the name of the QC Manager for Government to review and acceptance. The Contractor shall be responsible for all quality control and all inspections and tests that are required. Obtain approvals, except those required for field installations, field applications, and post-field tests, prior to delivery of materials and equipment to the project site. Unless otherwise specified, arrange for factory tests and inspections when they are required. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. Also, the Contractor shall be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings, specifications, and product manufacturers' instructions.

Note: The Contractor shall maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The Contract QC Plan shall include the following:

- 1) Participate in the Post Award Pre-Performance Conference, Partnering, Coordination Meetings and Production Meetings.
- 2) Ensure that no construction begins before required submittals are approved. Submit Material Safety Data Sheets (MSDS) as applicable. Immediately stop any work that does not comply with the contract scope of work, and direct the removal and replacement of any defective work.
- 3) Prepare a QC Report.
- 4) Hold weekly QC meetings with Superintendent and Government team; participation shall be suitable for the phase of work.
- 5) Ensure that safety inspections are performed.
- 6) Maintain testing plan and log (if scope of work requires it). Ensure that all testing is performed per contract.
- 7) Maintain deficiency log on site, noting dates deficiency identified, and date corrected.
- 8) Certify and sign statement on each invoice that all work to be paid under the invoice has been completed in accordance with contract requirements.
- 9) Perform Punch-out and Pre-final inspections, and participate in Final Inspections. Establish list of deficiencies; correct prior to the Final inspection.
- 10) Ensure that all required keys, operation and maintenance manuals, and warranty certificates are submitted to the Contracting Officer. The QC Manager must possess a current certificate showing successful completion of the USACE/Navy Contractor Quality Management (CQM) Training. To acquire a Quality Control Certification you can contact Michael Ervin, Training Coordinator for the Association of General Contractors (AGC) at mervin@agcwa.com or phone (206) 284-006, option 4. The AGC has partnered with the USACE /Navy to provide this training and there is a fee for this course.

5.22 Environment Protection

For additional information see handout "*Guide to Environmental Compliance Requirements for Contractors and Subcontractors*". Copy will be provided at Pre-Construction Conference and contractor may contact the Contracting Officer or Engineering Technician for electronic copies.

The Contractor shall sign the front page of the *Guide* and provide it to the ET. Contractor should read the *Guide* and provide a copy of it to all employees. (See ***Deliverables and Performance***)

5.23 Asbestos and Lead Exposure

The contractor is responsible for providing an asbestos awareness program which will include OSHA asbestos-related regulations (29 CFR 1926.1101), "Exposure to Asbestos in Construction Work", and (29 CFR 1910.1001) "Asbestos". Contractor will provide verification of this training upon request by contracting officer or engineering technician.

Contractors that will disturb lead-containing building materials during the work will take all necessary precautions to protect NUWC Division, Keyport employees and visitors from exposure to lead dust or containment. These measures will conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62, “Lead Exposure” and applicable local, state, and federal regulations. The contractor will submit a copy of their lead compliance program, as required by 29 CFR 1926.62 (e), “Methods of Compliance” or state OSHA equivalent, with required supporting documentation to the contracting officer for review and approval by the NUW Division, Keyport Safety Office. (See ***Deliverables and Performance***)

For additional information see handout “*Safety Requirements for Contractors and Subcontractors*”. Copy will be provided at Pre-Construction Conference and contractor may contact the Contracting Officer or Engineering Technician for electronic copy.

The Contractor shall sign the front page of the *Guide* and provide it to the Engineering Technician. Contractor should read the *Guide* and provide a copy of it to all employees. (See ***Deliverables and Performance***)

5.24 Hazardous Material Use

Each hazardous material must receive approval from BEO by submitting a Contractor Hazardous Material Inventory (CHMI) form to the Engineering Technician prior to being brought onto the job site or prior to any other use in connection with this contract. **Allow a minimum of twenty (20) working days for processing of the request for use of a hazardous material.** Requirements of this deliverable are posted in ***Deliveries and Performance***. In accordance with state and federal regulations and base instructions, the inventory shall include information identifying the material, manufacturer, Material Safety Data Sheets (MSDSs), and information on material storage requirements and usage.

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

5.25 Encountered Hazardous Material

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

5.26 Encountered Waste Summary (EWS)

The Request for Proposal will identify regulated materials such as PCBs, lead paint, and friable and non-friable asbestos that may generate a waste stream in the project area. The contract shall provide the necessary technical, engineering, testing, handling, control, and disposal requirements and it shall be the contractor’s responsibility to comply with the specified requirements.

5.27 Waste Identification Sheet (WIS) or Waste Generated Report (WGR)

After award of the contract, the contractor shall submit to the Engineering Technician, a Waste Information Sheet (WIS) or Waste Generated Report (WGR) for designation by BEO, of each identified waste stream. A WIS may be required for more than just those waste streams included on the EWS, depending on what hazardous material is

being brought onto the site by the contractor. If a waste stream is identified which does not appear on the EWS, the contractor shall submit a *Request for Information* (RFI) to the Engineering Technician immediately for proper waste designation by BEO. Requirements of this deliverable are posted in ***Deliverables and Performance***.

5.28 Unforeseen Hazardous Conditions

If unforeseen hazardous materials or conditions at risk of disturbance by actions required by the scope of the contract, are discovered during the course of accomplishment, the contractor shall stop that portion of work and notify the Contracting Officer immediately. **Within fourteen (14) calendar days the Government will determine if the material is hazardous.** If the material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4, Changes, 52.243-5, Changes and Changed Conditions, and FAR 52.236-2, Differing Site Conditions.

5.29 Construction /Demolition Waste Management - General Waste Management Plan (WMP)

The contractor is required to implement a general waste management program for recycling non- hazardous construction and demolition waste material for the contract. The WMP shall be submitted to the Contracting Officer for review and acceptance within fourteen (14) days after award of the basic contract. The intent of the WMP is to reduce the amount of waste requiring landfill disposal and promote more efficient use of construction materials. Government policy is to apply sound environmental principles in construction and use of facilities. FAR part 23 clauses in this contract have been included as applicable and should be reviewed by the contractor in detail. As part of the implementation of that policy the Contractor shall: (1) use recovered materials as applicable in accordance with FAR part 23, (2) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to the Contractor. Firms and facilities used for recycling, reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations.

5.30 Generated Waste

Records shall be maintained to document the quantity of waste generated using the solid waste tracking sheet (SWTS) (***Deliverables and Performance***) and monthly solid waste summary report (CMPWSR) (***Deliverables and Performance***) the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed of by landfill or incineration. The records shall be submitted to the Engineering Technician at the end of contract performance.

5.31 Waste/ Recycling Containment

The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials.

Except as otherwise specified, disposal shall be in accordance with the following:

1) Reuse: First consideration shall be given to salvage for reuse since little or no re- processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered.

2) Recycle. Waste materials that are not suitable for reuse but having value as being recyclable, shall be made available for recycling whenever economically feasible.

3) Waste: Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator in accordance with state and federal regulations and base instructions.

5.32 Air Pollution Control

Work under this contract may require the Contractor to obtain a permit or submit notices to the local Air Agency. Submit permit application via the Contracting Officer prior to the start of work covered by the permit.

6. WARRANTY

6.01 Warranty Work

Contractor shall provide a one (1) year warranty on all labor and material guaranteeing workmanship and products are free from defects for the period. Warranty claims filed shall be inspected within five (5) business days of Contractor being notified. Defects discovered during the warranty period shall be remedied within ten (10) calendar days following discovery of the defect; material lead times may extend this period provided the Contractor is expedient at identifying the defect and ordering the materials needed. Additional warranty terms maybe required under this procurement and will be detailed in the Scope of Work. ***If additional warranty is required, provide the Government with a letter detailing the claim process, terms and conditions, and contact information for submitting claims.***

7. DELIVERABLES AND PERFORMANCE

7.01 Deliverables and Performance Table

DELIVERABLES AND PERFORMANCE				
SPEC ITEM	DELIVERABLE TITLE	METHOD OF DELIVERY	SUBMIT TO	DUE DATE
Per FAR 52.222-6	Construction Wage Rate Requirements Statute Weekly Payroll Report	Electronically and follow up hard copy	ET and Payroll POC	Weekly upon start of work
Per FAR 52.222-11	Construction Wage Rate Requirements Statute Act - subcontractor reporting SF 1413	Electronically and follow up hard copy	Contracting Officer and Payroll POC	Within 14 days (2 Weeks) after award
SOW	Product/Material Submittals Construction/Project Schedule	Electronically with hand delivered where necessary	ET for approval	21 days (3 Weeks) after award
1.7	Bonding	Hard Copy provided	Contracting Officer	10 calendar days after award
1.15	Schedule of Values (SOV)	Electronically	Contracting Officer and ET	7 days (1 Week) After Award
1.16	Pre-Construction Conference	In Person	ET will send calendar request	21 days (3 Weeks) After Award

			to contractor and Contracting Officer	
1.19	Weekly Production Plan	Electronically	Contracting Officer and ET	7 days (1 week) after Pre-Construction Conference
1.20	AS-Built Drawings (IF REQUIRED)	Electronically and hard copy	ET	Prior to final payment
2.3	Certificate of Insurance	Electronically	Contracting Officer	10 days after award
2.7	List of Proposed Subcontractors	Electronically	Contracting Officer and ET	7 days (1 Week) after award
2.8	Organizational Chart	Electronically	Contracting Officer	10 days after award
2.8	List of Key Personnel	Electronically	Contracting Officer	10 days after award
2.8	Key Personnel Qualifications	Electronically	Contracting Officer	10 days after award
3.5	Work Outside Regular Hours	Electronically	Contracting Officer and ET	10 days prior to need for such working hours
3.7	Universal Outage Request	Electronically	ET	21 days (3 Weeks) prior to lay down area requirements
4.2	Universal Outage Request	Electronically	ET	21 days (3 Weeks) prior to proposed outage date
5.4	Site Safety Health Officer (SSHO)	Electronically - Resume of SSHO demonstrating qualifications	ET	21 days (3 Weeks) after award
5.5	Accident Prevention Plan (APP)	Electronically	Contracting Officer and ET	21 days (3 weeks) after award - <i>must be included as a milestone on schedule</i>
5.6	Qualifications and Identification of Competent and Qualified Persons (Per EM 385 1-1)	Electronically -Identified in the APP and hard copy at job site	Contracting Officer and ET, Posted at Jobsite in APP	21 days (3 Weeks) after award - <i>must be included as a milestone on schedule</i>

5.7	Activity Hazard Analysis (AHA) (Per EM 385 1-1)	Electronically	Contracting Officer and ET	21 days (3 Weeks) prior to each phase, <i>must be included as a milestone on schedule</i>
5.9	Navy Contractor Significant Incident Report (CSIR)	PHONE CALL and electronically submitted report	Contracting Officer and ET	Immediately following any recordable injuries, illnesses and /or property damage accidents resulting in at least \$5,000 in damages
5.9	Monthly work-hour reports (for ESAMS)	Electronically with Invoice	Contracting Officer and ET	Monthly and/or with invoice
5.11	Fall Protection and Prevention Plan (FP&P) (Per EM 385 1-1)	Electronically	Contracting Officer and ET	21 days (3 Weeks) after award - <i>must be included as a milestone on schedule</i>
5.12, 5.13 and 5.14	Crane Operator's Qualifications, Crane Certifications, Critical Lift Plan; (IF REQUIRED)	Electronically and In Person	Contracting Officer and ET	20 days prior to every scheduled evolution and with every subsequent crane lift plan in accordance with EM 385-1-1 para 16.C.18
5.15	Weight Handling Equipment (WHE) Accident	PHONE CALL And follow up accident investigation/report	Contracting Officer and ET	AS SOON AS PRACTICAL, but no later than 4 hours after the Incident
5.17	Hot Work permit from Regional Fire Inspector	Post Hard Copy on jobsite for government review/inspection	ET	14 days (2 Weeks) prior to hot work being required
5.19	Confines Space Entry Plan (Per EM 385 1-1) (IF REQUIRED)	Electronically	ET	21 days (3 Weeks) after award
5.21	Daily QC/production Report	Electronically	ET	Every day after award

5.21	QC Plan	Electronically	Contracting Officer and ET	21 days (3 Weeks) after award
5.21	QC Inspection File	Electronically	ET	Monthly with invoice
5.22	Guide to Environmental Compliance Regulations for Contractors and Subcontractors	Electronically and Hard Copy – Contractor is to sign front page of Hard copy acknowledging receipt	ET	Provided to Contractor at Pre-Construction Conference
5.23	Submittal of Lead Compliance Program (IF REQUIRED)	Electronically	Contracting Officer and ET	21 days (3 Weeks) after award
5.23	Safety Requirements for Contractors and Subcontractors	Electronically and Hard Copy – Contractor is to sign front page of Hard copy acknowledging receipt	ET	Provided to Contractor at Pre-Construction Conference
5.24	Contractor Hazardous Material Inventory (CHMI)	Electronically	ET	21 days (3 Weeks) after award and Prior to Pre-Construction Conference
5.27	Waste information sheet (WIS) or Waste Generation Record (WGR)	Electronically	ET	14 days (2 Weeks) after contract award or 21 days (3 weeks) before waste generation if a change to the waste management plan is necessary
5.29	Waste Management Plan (WMP)	Electronically IF REQUIRED	Contracting Officer	14 days (2 Weeks) after contract award, prior to initiating any site preparation work.
5.30	Solid Waste Tracking Sheet (SWTS)	Electronically	ET	As required, after disposal; added monthly to CMPWSR
5.30	Contractors Monthly Project Waste Summary Report (CMPWSR)	Electronically	ET	Due monthly on the 5th

6.01	WARRANTY For work performed, material installed or equipment installed i.e. windows, HVAC unit, special flooring, roofing, etc.	Electronically	Contracting Officer and ET	Warranty information must be provided prior to acceptance and final payment
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8. ATTACHMENTS

- 8.01 **Material Equipment In Place List**
- 8.02 **Site Layout/ Drawings**
- 8.03 **Photo**
- 8.04 **PPI Form**
- 8.05 **Bid Form**
- 8.06 **Past Performance References Form**
- 8.07 **Safety Data Sheet**
- 8.08 **OSHA – Calculating Injury and Illness Incident Rate**
- 8.09 **OPSEC Guide for Defense Contractors (2016)**
- 8.10 **NAVSEA Guide to Environmental Compliance Requirements**
- 8.11 **Safety Requirements for Contractors and Subcontractors (2021)**
- 8.12 **Wage Determination**
- 8.13 **Contractor Payroll Receipt Record Form – Attached with award documents**
- 8.14 **Claim Release Form– Attached with award documents**