

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 1305M423RNAAJ0007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED FEB 24, 2023	PAGE OF PAGES 1 104
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER NA-AJ5731-23-00058	6. PROJECT NUMBER
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7. ISSUED BY CORPORATE SRVCS ACQUISITION DV 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910	CODE CSAD	8. ADDRESS OFFER TO CORPORATE SRVCS ACQUISITION DV 1325 EAST WEST HWY SSMC2, RM. 11323 SILVER SPRING MD 20910	CSAD
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9. FOR INFORMATION CALL:	a. NAME DIANA PICKEL (C)	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 202-810-2074 DIANA.PICKEL@NOAA.GOV
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Project Title: Manchester Seawater System Construction Project in Port Orchard, WA

The work involves the construction of a new seawater filtration and distribution system providing 2400 gallons per minute (GPM) for critical research on Endangered Species Act listed species. The new system will need to be constructed while the existing system is operating at 100% capacity. This effort will include construction services and overall execution of the seawater system construction. The full scope of the required services is outlined in the Drawings, Specifications, and applicable attachments in Section J.

This requirement is solicited as a Total Small Business Set-Aside
 The NAICS Code is 237110
 The Small Business Size Standard is \$45.0 Million
 The Project's Magnitude is \$5.0 - \$10.0 Million

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</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. (See _____).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 12:00 PM ET (hour) local time MARCH 28, 2023 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

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

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)
CODE	FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER									
DATE.									

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> ()
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements 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 incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	BY
	31c. DATE

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Construction of Manchester Seawater System Replacement</p> <p>The contractor shall complete all work outlined in the Statement of Work and applicable attachments for construction of the Manchester Seawater System Replacement. Additionally, the contractor shall furnish and include a price for all professional services, supervision, labor, material, transportation, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed price and within the time specified herein. This price shall also include overhead insurance and fees, and profit and all cost for project General Requirements.</p> <p>PR NUMBER: NA-AJ5731-23-00058 DELIVERY DATE: 12/15/2024 SHIP TO: MANCHESTER RESEARCH STATION 7305 E BEACH DRIVE PORT ORCHARD WA 98366 FOB : Destination</p>	1.00	JB	_____	_____

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B.1 PRICING

B.1.1 As a firm-fixed price contract, the contract price includes all labor, materials, equipment and services necessary to accomplish the construction required by the Contract Documents, including applicable customs duties, transportation to the site, storage, premiums for insurance and bonds required by the Solicitation Documents and/or the Contract Documents, permits, license and inspection fees, taxes, and all other items called for by the contract or otherwise necessary for performance of the contract. The Contract Price may be adjusted only by a written Contract modification signed by the Contracting Officer (CO).

B.1.2 The contractor shall complete all work, including furnishing all labor, material, equipment and services as called for and required by the terms and conditions of this contract document and all attachments hereto. The maximum time allowable for performance has been identified in Section/Paragraph F.1, clause **52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)** (Reference FAR 11.404(b)). The price is firm fixed-price and shall include all labor, materials, equipment, services, overhead, bonding and cost for insurance.

B.2 CONTRACT PRICE - CONTRACT LINE ITEM NUMBERS (CLIN)

PROJECT TITLE: MANCHESTER SEAWATER REPLACEMENT CONSTRUCTION

CONTRACTOR COMPLETES CONTRACT LINE ITEM NUMBERS (CLIN):

CLIN 0001 Construction of Manchester Seawater System Replacement			
<p>The contractor shall complete all work outlined in the Statement of Work and applicable attachments for construction of the Manchester Seawater System Replacement. Additionally, the contractor shall furnish and include a price for all professional services, supervision, labor, material, transportation, equipment and services, unless otherwise specified herein, required under this contract for the following firm fixed price and within the time specified herein. This price shall also include overhead insurance and fees, bonding, profit and all cost for project General Requirements.</p>			
Construction Services	1	JOB	\$ _____

B.3 TYPE OF CONTRACT

The resulting contract will include Contract Line Item Number (CLIN) that is Firm Fixed-Price.

B.4 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

References:

I1 52.245-1 Government Property

B.5.1 In accordance with referenced clauses, the following Government Furnished Equipment and materials will be provided for incorporation into the work by the contractor. The equipment, systems components and parts will be furnished in sufficient quantities and in sufficient time to allow the contractor to complete the construction work as scheduled in accordance with the approved design.

Contractor shall reference Section J.9 for a detailed list.

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B.5 RFP QUESTIONS AND RESPONSES

Request for Proposal questions are submitted via [Google Form](#) and will be responded to via issuance of an amendment if applicable. The Question and Answers (Q&A) does not change the RFP unless an amendment is issued. The Q&A is intended to clarify requirements and to reflect the parties understanding of the specific RFP performance requirements at time of award. The initial RFP as amended shall form the contract between the contracting parties. The Q&A will be reviewed and utilized during the course of contract execution and performance to ensure the descriptive and instructive clarifications provided and used to assure understanding of the performance requirements and relied on during the RFP and proposal development phase are implemented.

B.6 DELIVERABLE – RELEASABLE COPIES – FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) permits withholding information under several exemptions, including Exemption 4 which protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential," 5 U.S.C. 552(b) (4). Within five business days of contract award, the contractor shall provide a statement that the contract is available for full disclosure under the FOIA or provide a scanned PDF of the redacted copy of the contract identifying the specific portions the contractor believes are covered by the particular exemption requested. Any redactions must be fully supported under the FOIA. In the event the Government notifies the contractor that it does not agree with a proposed redaction, the contractor shall have five business days to submit additional information to support the requested redaction. For subcontracts, within 5 business days of the contractor's award of any subcontract over \$500,000 the contractor shall provide the Government a scanned PDF copy of the subcontract with a statement that the copy is either available for full disclosure, or identifying the specific portions believed to be covered by the particular exemption requested. Redactions should be limited to those protections provided under the FOIA. Following the procedures above, the Government has the right to notify the contractor of any disagreement with proposed redaction or exemption requests.

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX... Are NOAA Acquisition Manual Clauses.

C.1 STATEMENT OF WORK

See Section J.6 for Drawings, Specifications & Applicable Attachments

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX... Are NOAA Acquisition Manual Clauses.

[For this Solicitation, there are NO clauses in this Section]

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX... Are NOAA Acquisition Manual Clauses.

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FAR 52.246-12	Inspection of Construction	AUG 1996

E.2 SUBSTANTIAL COMPLETION

Definitions.

E.2.1. "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer or Contracting Officer's Representative (COR) in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the contract documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which (1) do not interfere with the intended occupancy or utilization of the work and (2) can be completed or corrected within the time period required for final completion.

E.2.2 "Date of Substantial Completion" means the date determined by the Contracting Officer or Contracting Officer's Representative of which substantial completion of the work has been achieved. This date shall be contingent on the Contractor completing certain general construction work.

Substantial Completion is further dependent upon the Contractor providing all essential training on operations and maintenance, as required, to the designated Facility personnel. Unless indicated otherwise, the Date of Substantial Completion, as acknowledged by the Government, is also the commencement date of all warranties and guarantees required by the contract documents.

When the Contractor feels that the work is substantially complete, it shall notify the Contracting Officer and the Contracting Officer's Representative requesting a substantial completion walk thru inspection.

Attached to the request must be a list of items to be corrected/completed (punch list). An inspection of the work shall be conducted by National Oceanic and Atmospheric Administration (NOAA) or its designated representative to review the punch list and verify its accuracy; should the Contractor's punch list prove to be inaccurate or incomplete, Contractor shall provide a revised punch list. At the time of the inspection, the Contractor shall be required to submit to NOAA or its designated representative all inspection reports, test results, operation and maintenance manuals, keys and keying schedules for the substantially complete work. This information will then be turned over to the Facility.

Upon the successful completion of the inspection, the Contracting Officer shall provide Certification of Substantial Completion.

Not until the date and Certificate of Substantial Completion have been fully acknowledged, by the National Oceanic and Atmospheric Administration's Contracting Officer and Contracting Officer's Representative, will the Contractor be relieved of the responsibility for the security and maintenance of the work, except for punch list items. Following acknowledgment by the National Oceanic and Atmospheric Administration, the Contractor shall provide any required

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additional training to designated Facility Personnel, and shall also complete the punch list items in accordance with the Schedule identified in the Certificate of Substantial Completion. Failure to complete the punch list items within the schedule may be a breach of contract and will be subject to the sanction of the contract.

E.3 USE OF EQUIPMENT BY THE GOVERNMENT

E.3.1 Right to use The Government may take over and operate, with Government employees, such equipment as necessary for heating or cooling such areas of the building that require the service, and other equipment such as elevators, electrical, plumbing, and mechanical systems, as soon as the installation is sufficiently complete to permit operation.

E.3.2 Notice The Government will advise the Contractor in writing (FAR 52.236-11 entitled Use and Possession Prior to Completion), prior to the use of the equipment, which items of equipment will be taken over and operated, in addition warranty to the date and time such operation shall begin.

E.3.3 Effect on warranties. Government operation of equipment will not relieve the Contractor of warranty or correction obligations elsewhere provided for in this contract. The applicable warranty period, elsewhere provided for in this contract, for each piece of equipment shall be in accordance with the applicable provisions of this contract.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 Definitions.

E.4.1.1 "Final Completion and Acceptance" means the stage in the progress of the work as determined and certified by the CO or COR, in writing to the Contractor, on which work required under the contract has been completed in an acceptable manner in accordance with the contract requirements, subject to the discovery of latent defects after final completion and except for items specifically excluded in the notice of final acceptance. The contractor shall reference Section G.13 entitled Final Completion/Closeout for documentation required prior to final acceptance.

E.4.1.2 "Date of Final Completion and Acceptance" means the date determined by the Contracting Officer as of which final completion of the work has been achieved, as indicated by written notice to the Contractor. Documentation indicating Final Acceptance has been achieved will be issued upon satisfactory review of the Final Completion/Closeout package required in Section G.13.

E.5 INSPECTION AND ACCEPTANCE

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

Manchester Research Station
7305 E Beach Drive
Port Orchard WA 98366

National Oceanic and Atmospheric Administration
Facilities Engineering Office
7600 Sand Point Way
Seattle WA 98115

The Government shall perform inspections and tests, as may be applicable, in a manner that does not unduly delay the work.

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E.6 CAR 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

- (a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

- (b) The place of acceptance will be: Manchester Research Station, Port Orchard, Washington 98366.

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SECTION F
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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX... Are NOAA Acquisition Manual Clauses.

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FAR 52.211-13	Time Extensions	SEPT 2000
FAR 52.242-14	Suspension of Work	APR 1984
FAR 52.247-34	F.o.b. Destination	NOV 1991

**F.2 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
ALTERNATE I (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 **365** days after receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed within **30 Calendar Days** after execution of contract award. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

F.3 FAR 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work (a) within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (See Below) for each calendar day of delay until the work is completed or accepted.

Project Name	Amount (per day)
Manchester Seawater System Construction	\$1,846.19

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.3.1 Operational Liquidated Damages (Loss of Seawater to future and ongoing Experiments) If any buildings on site whereby experiments are actively being conducted, experience a loss of seawater for a period beyond four (4) to six (6) hours (as determined by the specific experiment and defined in the drawings) during the contractor's scheduled or unscheduled activities required under this contract; the Contractor shall be liable for a one-time fee of **\$46,173.92** per occurrence/per building. The impact resulting from this loss would be catastrophic and permanently terminate ongoing

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experiments to the impacted facility and ultimately require a restart of all experiments and total loss of all investments to date.

F.4 PLACE OF PERFORMANCE

Manchester Research Station
 7305 E Beach Drive
 Port Orchard WA 98366

F.5 SCHEDULES

F.5.1 CONTRACTOR’S SUBMISSION OF PROJECT EXECUTION SCHEDULES

F.5.1.2 These schedules shall include but is not limited to construction, product data, major material, equipment fabrication, delivery, samples and other submittals required by the contract to be submitted for acceptance.

F.5.1.3 Deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the GOVERNMENT in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.5.1.4 The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the COR to achieve coordination with work by the GOVERNMENT and separate contractors employed by the GOVERNMENT. The Contractor shall submit schedules on the last day of the preceding month for the next month’s work. The schedule shall sequence work so as to minimize disruption at the jobsite.

F.6 EXCUSABLE DELAYS

F.6.1 The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default (Fixed-Price Construction). Examples of such cases include (1) acts of God or of the public enemy; (2) acts of the United States Government in either its sovereign or contractual capacity; (3) acts of the Government of the host country in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the Government; (5) fires; (6) floods; (7) epidemics; (8) quarantine restrictions; (9) strikes; (10) freight embargoes; and (11) unusually severe weather.

F.6.2 In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

F.7. NAM 1330-52.215-70 SCHEDULE OF DELIVERABLES (SEPT 2005)

The following is a schedule of all deliverables, including administrative deliverables, required during the period of performance of this contract:

DESCRIPTION	DUE DATE	DELIVER TO	HARD COPY/ ELECTRONIC	NUMBER OF COPIES
Bonds, Payment and Performance, Section H.11	10 Calendar days after contract award	CO & CS	E	1
Insurance, Section H.10	10 Calendar days after	CO & CS	E	1

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	contract award			
Pre-Construction Conference Briefing Materials, Section G.3	To Be Determined	CO, CS, COR	E	1
Payment Request, Section G.9	Last day of the month	COR	E	1
Monitoring Plan for Historic and Significant Properties (if applicable)	Prior to excavation	COR	E	1
Organization and Direction of the Work, Section H.34	Prior to commencing mobilization	CO, CS & COR	E	1
Special Warranty, Section H.45	With request for inspection for Substantial Completion	COR	E	1
Meeting Minutes, Section G.4	2 working days after each meeting	COR & NOAA TEAM	E	1
<i>Project Schedules</i>				
Schedule of Values, Section G.8	Submittal required 15 days before the first progress payment under this contract becomes due.	COR	E	1
Baseline Project Execution Schedule (BPES), Sections F.8 & F11	30 days after NTP	COR & NOAA TEAM	E	1
Project Execution Updates of BPES, and Monthly Progress Report per FAR 52.236-15 and Section F.8	Monthly updates starting with the acceptance of the BPES, and with Monthly Payment Requests	COR	E	1
Daily Report	NLT 0900 PT the day following the daily activity, to start on the first day of mobilization to the site.	COR & NOAA TEAM	E	1
Contractor's Quality Control Plan	30 calendar days from Contract Award	COR	E	1
Contractor's Quality Control Reports	Daily	COR	E	1
<i>Facilities and Controls</i>				

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Site Utilization Plan	15 calendar days after NTP for Site Mobilization and/or Construction	COR	E	1
Temporary Lighting and Electrical Plan (if applicable)	15 calendar days after NTP for Site Mobilization and/or Construction	COR	E	1
<i>Closeout Procedures</i>				
Request for Certification of Substantial Completion	15 calendar days prior to scheduled Substantial Completion	COR	E	1
Request for Final Inspection and Testing, see also Contract Section E.4	15 calendar days prior to scheduled Final Acceptance	COR	E	1
Final Record Documents marked As-Built	With Request for Inspection and Substantial Completion	COR	E	1
Project Completion Photography	Final Acceptance	COR	E	1
Asbestos and Lead Paint Certification	Final Acceptance	COR	E	1
Warranty Management Plan, per FAR 52.246-21	15 calendar days prior to scheduled Final Acceptance	COR	E	1
<i>Demonstration and Training</i>				
Training Plan	Prior to Final Completion	COR	E	1
Training Records	Prior to Final Completion	COR	E	1
Training and Demonstration Videos	Prior to Final Completion	COR	E	1
<i>Commissioning</i>				
(CCR) Contractor's Commissioning Representative Identified	30 calendar days after contract award	COR	E	1
Commissioning Execution Plan	30 calendar days after contract award	COR	E	1

As identified in the aforementioned table, the members making up "NOAA TEAM" will be defined during the Pre-Construction Conference.

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F.8 PROJECT EXECUTION SCHEDULE

F.8.1 Project Execution Schedules shall be submitted to the COR for acceptance in Critical Path Method (CPM) using either P6 or Microsoft Project. The schedule shall show the order in which the Contractor proposes to perform the work, and the dates on and time periods within which the Contractor contemplates starting and completing the various portions of the work, in the form and containing such detail as is required by the contract documents. The schedule narrative shall at a minimum clarify the Contractor's approach and sequencing of work (overall project plan), include milestone dates, the methodology for incorporation of delays including but not limited to potential conflicts with outside agencies, projects, or contractors, permits and utility coordination, procurement or fabrication problems/concerns, labor resource problems/concerns, and shall identify any unusual logic relationships and use of relationship lags, and scheduling assumptions. The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the contract time, and (3) as required by the COR to achieve coordination with work by the Government and separate contractors. If the Contractor fails to submit schedule or schedule revision within the time prescribed, the CO may withhold approval of progress payments until the Contractor submits the required schedule or schedule revision.

F.8.2 Acceptance of schedule When the Government has accepted any time schedule, it shall be binding upon the Contractor. The contract time is fixed by the contract, and may be extended only by a written contract modification, change order or supplemental agreement signed by the Contracting Officer. Acceptance of a schedule or revision thereof by the Government shall not (1) be effective to extend the contract time or obligate the Government to do so, (2) constitute acceptance of delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion within the contract time.

F.8.3 Recording progress The Contractor shall record the actual progress of the work against the approved baseline schedule in the form and at intervals as may be required by the COR.

F.8.4 Notice of delay In the event the Contractor receives a notice of change in the work, or if other conditions arise, which are likely to cause or are actually causing delays, which the Contractor believes may result in completion of the project after the contract time, the Contractor shall notify the CO, CS and COR of the effect, if any, of such change or other conditions upon the accepted schedule, and shall state in what respects, if any, the relevant schedule or the contract time should be revised. Such notice shall be given promptly, and not more than 10 calendar days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the accepted progress schedule shall only be made with the approval of the COR.

F.8.5 Maintenance of progress If the Contractor falls behind an accepted schedule, the Contractor shall take steps necessary to improve its progress or overcome delays and ensure completion of the work within the contract time, without additional cost to the Government. In this circumstance, the Contractor shall demonstrate how the approved rate of progress will be regained and shall submit for acceptance a supplementary recovery schedule or schedules. Methods may include: increase of any or all of the number of shifts, overtime operations, days of work, and the amount of construction planned.

F.8.6 Schedule revision and equitable adjustments Upon the request of the Contractor, the Contracting Officer shall ascertain the facts and the extent of any failure to adhere to the performance schedule resulting from alleged excusable delay. If the Contracting Officer determines that any failure to perform results from one or more of the causes for an excusable delay, the relevant schedules shall be revised, subject to the rights of the Government under the termination clause of this contract. If and to the extent considered appropriate in the judgment of the Contracting Officer, an equitable adjustment shall be made in the contract time.

F.9 DOCUMENTATION OF REQUESTS FOR EXTENSION

F.9.1 Any request for a time extension must be supported by the following data, and any other relevant data requested by the CO:

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F.9.1.1 For any delays for which an extension of time is requested, (a) the exact date and degree of work stoppage, (b) the date of resumption of any or parts of such work, and (c) a description of the nature of the delay and the degree, if any, to which the Contractor could have reasonably anticipated and guarded against such delay or damage incidental thereto.

F.9.1.2 For delays in receipt of Contractor furnished materials, (a) the date the materials were ordered, (b) the dates of anticipated delivery at the port of entry and at the project site, (c) the date the materials were scheduled for use or installation by the Contractor, (d) the date the materials were shipped, and (e) the dates the materials were actually received at the port of entry, cleared customs (if applicable), and were delivered to the project site.

F.9.1.3 For delays in receipt of Government furnished materials, the date the materials were scheduled for use or installation by the Contractor and the date(s) the materials were actually received at the port of entry, cleared customs (if applicable), and were delivered to the project site.

F.9.1.4 For delays in receipt of Government approvals of submittals properly prepared, reviewed, and approved by the Contractor before their submission as required by the contract documents, (a) the date of submission, (b) the date approvals were received by the Contractor, and (c) the date that installation or fabrication indicated by the submittals were begun, compared with the dates indicated by the current approved construction schedule and schedule of submittals.

F.9.1.5 For weather delays, (a) average weather conditions during a comparable period over the preceding ten years, (b) a daily log recording the actual weather conditions during the relevant time period, and (c) the dates work affected by the weather conditions were scheduled to be performed and the actual dates of performance.

F.10 SUSPENSION OF WORK- NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor is in non-compliance with requirement of this contract and fails to promptly initiate such action as may be appropriate to comply with the specified requirement, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply with the contract requirement. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

F.11 NOTICES TO PROCEED (NTP)

F.11.1 At the time of contract award, the Contractor must commence work to furnish the necessary document submittals within specified time. This work includes continued development of the Project Execution Schedule (PES) that was submitted by the Contractor with the cost proposal. The Government will review the PES and provide comments to the Contractor. Failure of the Government to find mistakes and omission in the proposal schedule does not relieve the Contractor of contract requirements.

F.11.2 NTP Construction- The contractor shall reference Section F.8.1 for Baseline Project Execution Schedule (BPES) submission requirements, as it pertains to NTP issuance. Following receipt from the Contractor of bonds or evidence of insurance within the time specified in Section/Paragraph H.11 Bond Requirements, of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide the Contractor their Notice to Proceed.

F.11.3 The Contractor must then prosecute the work required hereunder, commencing and completing performance no later than the time period established in the contract.

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Note:

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Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses.
Clauses numbered 1330.XXX... Are NOAA Acquisition Manual Clauses.

G.1 CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2 CAR 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) To Be Decided (TBD) is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the Contractor by issuing a new COR designation letter to the contract. The COR is located at:

To Be Decided (TBD)

(b) The responsibilities and limitations of the COR are as follows:

- (1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
- (2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

G.3 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at a place, time and by what method to be determined by the Contracting Officer. Notice to Proceed (NTP) will be issued at the Pre-construction conference. The Contractor is required to attend. Major subcontractors may attend, but may not participate therein other than through the Contractor. The purpose of this conference is to review the contract procedures and to discuss questions in regards to the contract documents. The Contracting Officer or his/her representative will provide clarifications.

G.4 PROJECT MEETINGS

All progress meetings will be held at a place and time established, at the discretion of the Contracting Officer, for the purpose of coordination with the contractor and status updates of the project. Progress meetings will be scheduled and organized by the contractor on a weekly basis for the duration of construction through substantial completion. These meetings shall be made available to remote attendees either by phone or internet video conferencing, via a platform accessible by the Government. Meeting minutes resulting from the weekly progress meetings will be issued identifying at a minimum (a) topics discussed, (b) critical submittals and status, (c) actions required, responsible parties, and time frames to resolve, (d) progress achieved since last meeting, (e) Quality Control deficiencies and issues, and (f) minimum of ten (10) photographs of construction progress. Two additional progress meetings will be held during the project completion and closeout phase of the project.

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G.5 OPERATIONS, STORAGE AREAS AND SECURITY

All operations of the Contractor (including storage of materials) upon Government premises shall be confined to areas authorized or approved by the Contracting Officer. The Contractor shall erect whatever barriers or enclosures are necessary to define the site and protect the materials, equipment and work. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by its operations.

The Contractor shall comply with regulations governing the operations on the premises, which are occupied and shall perform the contract in a manner that will not interfere with the conduct of normal business.

All persons employed under this contract shall, while on the premises, observe the regulations in effect at the site, and are cautioned that entrance to any existing building outside the scope of the contract is forbidden, except by official permission.

The Contractor will be doing work on federally-owned or federally-controlled property. All persons employed under this contract, and sub-contracts issued herein under, are to observe security regulations in effect at the site. The Contractor and all persons employed under the contract are required to comply with established security, sign-in, and random search procedures.

All work that will affect or alter the normal operations of the Facility is to be coordinated with the COR at least one week in advance. If the work requires partial or total interruption of utilities, two weeks written notice must be given.

The Contractor shall furnish and install barricades or enclosures necessary to keep all dust and debris away from the facilities that are to remain in use.

The Contractor shall carefully remove and relocate all salvageable material to such areas as designated by the Contracting Officer.

Under no condition will the Contractor or any persons employed under the contract be permitted to consume or transport any alcoholic beverages, drugs, or firearms on the site.

Any person found violating these or any, other conditions set forth in the contract document will be barred from the project.

In addition to the above, the Contractor shall be responsible to provide at least, but not limited to, the following:

Provide an appropriate security system and facilities to protect work from unauthorized entry, vandalism, and theft.

Employ such services or measures as needed to properly protect and safeguard work. Provide protection for materials, tools, and equipment employed on Project, including workmen's tools.

The Government will not be held liable or responsible for damage or loss to Work due to trespass or theft.

G.6 PROJECT SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising a safety program in connection with the construction project. All reasonable precautions are to be taken to provide protection and to prevent damage, injury, or loss to:

- A. Employees and others who may be affected by the construction project.
- B. All project materials and equipment on the site.
- C. Other property on the site or adjacent thereto.

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The Contractor shall erect and maintain approved barricades and all reasonable safeguards for safety and protection, including the posting of danger signs and other warnings against hazards.

During any approved new construction, the Contractor is to erect fences or other barriers around the construction site and any required storage and staging areas.

Current OSHA regulations must be followed in the placement or erection of safety barriers around excavation. The Contractor will not be permitted to commence with any excavation until this enclosure is completely erected and its completion verified by the Architect/Engineer.

During any repairs, alterations, or additions to existing facilities, the Contractor is to provide a secure separation between the areas where the work is to be performed and areas that are utilized by the Facility. Care must be taken by the Contractor to provide continuous and uninterrupted occupancy of the adjacent spaces or facilities.

G.7 DISPOSAL OF REFUSE

Refuse resulting from construction operations shall be removed from the site. Refuse shall not be allowed to accumulate for more than one week and shall be removed at more frequent intervals if directed by the Contracting Officer or its designated representative.

G.8 DETAILED ESTIMATE FOR PROGRESS PAYMENTS

Before the first progress payment under this contract becomes due, the Contractor shall prepare a Detailed Estimate (Schedule of Values) for Progress Payments itemizing the Contract Price in the form that is customary in the field and is acceptable to the Contracting Officer. The Schedule of Values may be submitted in G702 or 703 AIA format. The values in the Detailed Estimate will be used as a basis for determining progress payments, but will not be conclusive as to the amounts due the Contractor or as to the value of changes in the work. The Contractor's overhead and profit shall be prorated throughout the life of the contract.

The values in the breakdown will be used for determining progress payments. No progress payments requests will be accepted or considered for payment until the Schedule of Values has been accepted and approved by the Contracting Officer.

Preparatory work done will be taken into consideration in preparing estimates upon which progress payments are based.

Estimates on which progress payments are based shall include the value (as determined by the Contracting Officer) of satisfactory in-place work performed pursuant to a unilateral modification (change order) where final agreement on the equitable price adjustment has not been reached, up to the limit specified in the individual unilateral modification.

The Contractor shall not be deemed to have the right to receive final payment due or to become due under this contract unless and until the Contractor's surety has made payment in settlement of requirements of the surety's undertaking under the payment or performance bond and has so notified the Contracting Officer of the claims and amounts so paid.

G.9 MONTHLY PROGRESS PAYMENT REQUESTS (Application for Payment)

G.9.1 Payment requests. The Contractor may submit requests for progress payments at monthly intervals. Each application shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.9.2 Stored materials. Unless otherwise provided in the Contract Documents, material delivered that will be incorporated into the structure may be included in a request for payment, provided the material is delivered on the site, or is delivered to the Contractor and properly stored in a bonded warehouse, storage yard or similar suitable place in the vicinity of the project as may be specified in the Contract Documents or approved by the COR, and is suitably insured against loss, damage and theft. If a request for payment includes delivered material on the site, the Contractor shall furnish with the request for payment such evidence as may be required as proof of quantity and value of such materials.

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If a request for payment includes delivered material permitted by the Contract Documents or the COR to be stored off the site, the Contractor shall furnish with the request for payment properly executed bills of sale for the delivered material upon which payment is being made. The Contractor shall remain responsible for such stored materials.

G.9.3 An amount of five (5) percent of the contract value will be retained and reflected in the Schedule of Values. In accordance with the payment provision of the contract, the retained amount will be released to the contractor as follows:

G.9.3.1 Four (4) percent of the retained amount will be released to the contractor upon inspection, submission and acceptance of the Contract's required Final Completion/Closeout Documents.

G.9.3.2 The remaining one (1) percent of the retained amount will be released upon attainment of Final Acceptance (see Section/Paragraph E.4).

G.10 METHOD OF PAYMENT

As prescribed by FAR 52.232-33, the Government shall make payment to the Contractor using the EFT information contained in the **System for Award Management (SAM)** database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information within the SAM database.

The requirement for all federal agencies to integrate the use of SAM into their business practices was formalized with the issuance of a new Federal Acquisition Regulation policy, Circular 2003-016, case 2002-018. The issuance of this policy requires all federal contractors to register in the SAM database prior to contract award of any contract or purchase agreement. Furthermore, the rule stipulates SAM will now be the source of EFT account information for contractors doing business with the Federal Government. To this end, payment offices are now required to use the information contained in SAM to accomplish payments to vendors. Therefore, it is extremely important that the Contractor keep their information current in SAM. This means that the Contractor must renew their registration every 365 days. In addition, if their active registration expires while they are still under contract all payments will stop.

G.11 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

G.11.1 The Contractor shall submit with the request for payment a certification with regards to payments. Reference I, 52.232-5, Payments Under Fixed-Price Construction Contracts.

G.11.2 Evaluation by the Contracting Officer. Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the CO or COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

G.12 INVOICE PREPARATION AND SUBMISSION

Based upon acceptance of requirements within the contract, the contractor shall submit an electronic invoice to the COR, Contract Specialist administering the contract and Contracting Officer.

The Invoices shall list the item delivered by reference to the appropriate submittal, item number, price, and actual delivery date. To constitute a proper invoice, the invoice must include the following information and/or attached documentation*:

1. Name and address of contractor.
2. Invoice number and invoice date.
3. Contract Number and project name.
4. Period in which the invoice covers.
5. Payment Terms
6. Total Quantity of items, Total Invoice Amount
7. CLIN associated with billed item(s)
8. Description of the services rendered for each line item

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9. Individual Line Item Quantity, Price, and Extended Amount
10. Name, title, phone number, and complete mailing address of person to notify in the event of a defective invoice.
11. Invoices shall be submitted with the Contractor Certification, updated PES Schedule, and notarized if form requires (i.e. AIA Document G702).
12. The contractor's SAM banking information shall be current as prescribed by FAR 52.232-33.

* Requirements for a proper invoice can be found in Subsection I.1 of the contract document, Clause 52.232-27 of the Federal Acquisition Regulation PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017), (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with any of these requirements, the invoice shall be returned within seven (7) days after receipt with explanations as to why the document was considered an improper invoice according to the terms of this contract.

Revised invoices shall use the same application or pay request number as the original, followed by "R" meaning "Revised" invoice.

In the event hard copy invoices are requested by the Contracting Officer, the documents shall be mailed to:

US DEPARTMENT OF COMMERCE
NOAA, Office of the Chief Administrative Officer
601 E. 12th Street
Suite 1702
Kansas City, MO 64106
ATTN: Contracting Officer's Representative

G.13 NAM 1330-52.232-71 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

The Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP). The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is <https://ipp.gov>.

"Payment Request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in the contract payment clause (e.g. FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a), FAR 52.232-27(a)(2)).

The Contractor must include the following documents* as attachments to payment requests submitted through the IPP:
*Requirements for a proper invoice can be found in Subsection I.1 of the contract document, Clause 52.232-27 of the Federal Acquisition Regulation PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017), (a)(2)(i) through (a)(2)(xi) of this clause and requirements of FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014). If the invoice does not comply with any of these requirements, the invoice shall be returned within seven (7) days after receipt with explanations as to why the document was considered an improper invoice according to the terms of this contract.

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

G.14 TEST RESULTS

The Contractor shall maintain a complete record of all required performance and system tests and reports that are conducted on the construction site. Copies of all verified test results shall be transmitted to the Contracting Officer's Representative (COR) as part of the closeout documentation.

G.15 FINAL COMPLETION/CONTRACT CLOSEOUT

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After the Certificate of Substantial Completion has been acknowledged by CO or COR, and the correction/completion of the new punch list items has been accomplished, the Contractor should submit a Notice of Final Completion to the CO and COR, requesting a final walk-through inspection. Following the final inspection/walk-through, upon the recommendation of the Architect/Engineer and to the satisfaction of National Oceanic and Atmospheric Administration that the work is fully completed and acceptable, the Contractor shall submit all documents required for contract closeout.

The following documents shall be submitted to the Architect/Engineer for review and transmittal to the National Oceanic and Atmospheric Administration for approval:

- Subcontractor(s), and major supplier(s) Releases of Claims if requested by the CO
- Certification of payment to subcontractors and suppliers
- Contractor Releases of Claims/(original)
- Originally-signed copies of all warranties, guarantees, and maintenance manuals, as applicable.
- As built drawings in both CADD and PDF on CD Building System Commissioning manuals
- Warranty Spreadsheets inclusive of point of contacts
- Release of Liens

NOTE

If, for any reason, the project proceeds directly to final completion, and no Certificate of Substantial Completion is issued, then insurance shall be for one year from the date of the final walk-through, as attested to by the Government. This date of Final Completion is also the commencement date of all warranties and guarantees required by the contract documents.

Final payment under the contract will not be made until all required documents, including those listed above, are received and approved by the National Oceanic and Atmospheric Administration.

G.16 ORDER OF PRECEDENCE

G.16.1 In addition to the provisions of contract clause 52.236-21, Specifications and Drawings for Construction (FEB 1997), the following order of precedence shall apply:

G.16.2 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- G.16.2.1 Standard Clauses of the Contract (those bearing numbers beginning with "52"), set forth in full text or incorporated by reference in Part I- The Schedule, Part II - Contract Clauses, Part III - List of Documents, Exhibits, and Other Attachments, and Part IV - Representations and Instructions.
- G.16.2.2 Supplemental Contract Provisions set forth in Part I- The Schedule, Part II - Contract Clauses, and Part IV - Representations and Instructions.
- G.16.2.3 The specifications, including any and all addenda.
- G.16.2.4 The drawings.

G.16.3 Any inconsistency among the Contract Documents shall be resolved by giving precedence in the following order: In case of differences between small and large scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other like portions of the work. Where the word "similar" occurs on the drawings, it will have a general meaning and will not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

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G.16.4 In case of apparent error, discrepancy, or omission either in the Standard Design Requirements Documents or the Project Specific Requirements furnished by the Government to the Contractor, the Contractor shall submit the question promptly to the CO for clarification. The CO shall review the question and respond in writing. If it is determined by the CO that there is an error, discrepancy, or omission, and changing it would modify the contract, a written decision from the CO will be provided. The Contractor shall not proceed with any affected work before receipt of CO's written approval. Until that decision is received, any affected work shall be entirely at the contractor's own risk and expense.

G.17 REFERENCED STANDARDS

G.17.1 Incorporation by reference. The referenced portions of all documents and publications (such as manuals, handbooks, codes, standards and specifications) issued by any technical society, trade or professional organization or association, or regulatory or governmental authority which are cited in the Contract Documents for the purpose of establishing requirements applicable to equipment, materials or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this contract, in accordance with the following:

G.17.2 Wherever reference is made to any such document, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation for this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

G.17.3 No provision of any such referenced document or standard shall be effective to change the responsibilities of the Government, from those set forth in the Contract Documents, nor to assign to any of them any responsibility, duty or authority for safety precautions or procedures or to supervise or direct the performance of the work.

G.17.4 Copies to be provided by Contractor. The Contractor shall have available at the Project site, for inspection and reference by the CO, COR or Government Agent/Representative, a copy of each manual, handbook, code, standard or specification which is incorporated by reference in this contract and which governs quality and workmanship.

G.18 FURNISHING INFORMATION AND RECORDS

If the Contractor or any subcontractor under this contract, or the officers or agents of the Contractor or any subcontractor, shall refuse or have refused, except as provided by the terms of the prime contract involved, to furnish to any Government agency or establishment in the legislative or judicial branch of the Government, information or records reasonably pertinent to this contract, or any other Government contract in connection with which the Contractor or such subcontractor has or shall have performed work or furnished materials or supplies or undertaken to do so, the following action may be taken:

In the case of a refusal by the Contractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work under the contract and thereupon the Government may avail itself of the rights and remedies provided in the clause entitled Default of this contract in addition to any other rights and remedies provided by law and under this contract.

G.19 CAR 1352.237-74 PROGRESS REPORTS

The contractor shall submit, to the Government, a progress report every month after the effective date of the contract, and every month thereafter during the period of performance. The contractor shall deliver progress reports that summarize the work completed during the performance period, the work forecast for the following period, and state the names, titles, and number of hours expended for each of the contractor's professional personnel assigned to the contract, including officials of the contractor. The report shall also include any additional information - including findings and recommendations - that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the contractor's planned phasing of work by reporting period.

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G.20 CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the contractor. The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the “Government Property” clause included in this contract.

Item #	Description	Quantity	Delivery Date	Property Tag #
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Contractor shall reference Section J.9 for a detailed list.

G.21 NAM 1330-52.270-304 NOAA ACQUISITION AND GRANTS OFFICE OMBUDSMAN (OCT 2022)

(a) The NOAAAGO Ombudsman is available to organizations to promote responsible and meaningful exchanges of information. Generally, the purpose of these exchanges will be to:

1. Allow contractors to better prepare for and propose on business opportunities.
2. Advise as to technologies and solutions within the marketplace that the Government may not be aware of, or is not fully benefiting.
3. Identify constraints in transparency.

(b) The AGO Ombudsman will objectively, reasonably, and responsibly collaborate with parties and recommend fair, impartial, and constructive solutions to the matters presented to him/her. Further, the AGO Ombudsman will maintain the reasonable and responsible confidentiality of the source of a concern, when such a request has been formally made by an authorized officer of an organization seeking to do business with, or already doing business with NOAA.

(c) Before consulting with the AGO Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations with the respective contracting officer for resolution. However, direct access to the AGO Ombudsman may be sought when an interested party questions the objectivity or equity of a contracting officer’s decision, or when there is a bona fide reason to believe that reasonable, responsible, and objective consideration will not be received from an assigned contracting officer.

(d) There are several constraints to the scope of the AGO Ombudsman’s authority, for instance:

1. Consulting with the AGO Ombudsman does not alter or postpone the timelines of any formal process (e.g., protests, claims, debriefings, employee employer actions, activities involving A76 competition performance decisions, judicial or congressional hearings, or proposal, amendment, modification or deliverable due dates).
2. The AGO Ombudsman cannot participate in the evaluation of proposals, source selection processes, or the adjudication of protests or formal contract disputes.
3. The AGO Ombudsman is not authorized to generate or alter laws, judicial decisions, rules, policies, or formal guidance.
4. The AGO Ombudsman is not authorized to develop or alter opportunity announcements, solicitations, contracts, or their terms or conditions.
5. The AGO Ombudsman cannot overrule the authorized decisions or determinations of the contracting officer.
6. The AGO Ombudsman has no authority to render a decision that binds AGO, NOAA, the Department of Commerce, or the U.S. Government.

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7. The AGO Ombudsman is not NOAA's agent relative to the service of magistrate or judicial process and cannot be used to extend service of process to another party (whether federal, public, or a private entity).

G.21(e) After review and analysis of a filed concern or recommendation, the AGO Ombudsman may refer the interested party to another more suitable Federal official for consideration. Moreover, concerns, disagreements, and/or recommendations that cannot be resolved by the AGO Ombudsman will need to be pursued through more formal venues.

G.21(f) The AGO Ombudsman is not to be contacted to request copies of forms and/or documents under the purview of a contracting officer. Such documents include Requests for Information, solicitations, amendments, contracts, modifications, or conference materials.

G.21(g) Questions regarding items (a) through (f) within this language shall be directed to ago.ombudsman@noaa.gov.

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses
Clauses numbered 1330.XXX... Are NOAA Acquisition Manual Clauses.

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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):

[Federal Acquisition Regulation \(FAR\)](#)

[Commerce Acquisition Regulations](#)

NUMBER	TITLE	DATE
CAR 1352.209-71	Limitation of Future Contracting	APR 2010
CAR 1352.209-72	Restrictions Against Disclosure	APR 2010
CAR 1352.209-74	Organizational Conflict of Interest	APR 2010
CAR 1352.228-72	Deductibles Under Required Insurance Coverage - Fixed Price	APR 2010

H.2 COMMENCEMENT OF WORK

No work under this contract will commence until the Contracting Office issues a written Notice to Proceed.

H.3 SUBCONTRACTING RESPONSIBILITIES

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure the contract is completed within the stated requirements.

H.4 GENERAL DECISION NUMBERS: Davis-Bacon Act WD # WA20230012 (February 3, 2023)

Wage Decision Number [WA20230012](#) incorporated into this contract and the Contractor is required to comply with the wages outlined by this decision.

H.5 ENVIRONMENTAL COMPLIANCE

Contractors are reminded of the environmental requirements contained in the contract to comply with all applicable federal, state, and local environmental statutes and regulations.

H.6 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 representatives of the Government, shall constitute a change order under the “Changes” clause of this 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.

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H.7 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

H.8 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the Contracting Officer.

H.9 WORKERS' COMPENSATION LAWS

The Act of June 25, 1936, 49 Stat. (40 U.S.C. 290) authorized the constituted authority of the several States to apply their workers compensation laws to all land and premises owned or held by the United States.

H.10 INSURANCE

H.10.1 Amount of Insurance.

H.10.1.1 The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

H.10.1.2 Workers Compensation and Employer's Liability

1. Statutory: Amounts in coverage as required by the State compensation laws including provisions for voluntary benefits as required in labor union agreements, and including provisions for extending policy in accordance with laws and other jurisdictions.
2. Employer's Liability: At least \$100,000 each accident.

H.10.1.3 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury).

1. Bodily Injury on or off the site:

Per Occurrence	\$500,000
Cumulative	\$1,000,000
2. Property Damage on or off the site:

Per Occurrence	\$100,000
Cumulative	\$250,000
3. Motor Vehicle Liability (for each motor vehicle):

Bodily injury or death	\$200,000 per person
	\$500,000 per occurrence

H.10.1.4 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

H.10.1.5 Prior to the commencement of work hereunder, the Contractor shall furnish to the CO a certificate or written statement of the above-required insurance. Companies shall be acceptable to the Government. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or material change in the

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policies diversely affecting the interest of the Government shall not be effective until thirty (30) days after written notice thereof to the CO.

The Contractor shall maintain a one-year workmanship warranty and a one-year General Comprehensive Liability Insurance, covering the one-year warranty period after Final Acceptance.

The Contractor agrees to insert the substance of this clause, including this last paragraph, in all subcontracts hereunder.

The Certificate of Insurance cancellation section shall read:

“Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the below named certificate holder or to the certificate holder named to the left.”

H.10.1.6 Builder’s Risk

The Contractor shall provide Contractor’s Builder’s Risk and Fire and Extended Coverage Insurance to protect the Government and the Contractor and subcontractors against loss caused by the perils insured against the amount of 100% of the value of the project, including items of labor and materials in place or to be used as part of the permanent structure, including surplus materials, temporary structure and miscellaneous materials and supplies incidental to the work. Such insurance may be maintained in full force and effect until the project is accepted. Policies shall be written to include the United States Government and the Contractor. Write the words “as their interest may appear.”

H.10.2 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor’s performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

H.10.3 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.10.4 Government as Additional Insured. The general liability policy required of the Contractor shall name “the United States of America, acting by and through the National Oceanic and Atmospheric Administration”, as an additional insured with respect to operations performed under this contract.

H.10.5 Insurance-Related Disputes. Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, “Disputes”. However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.10.6 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.11 BOND REQUIREMENTS

H.11.1 Bonds Required. The Contractor shall furnish (1) performance and payment bonds in accordance with 52.228-15, in the amount of 100% of the contract price for the performance bond and 100% of the contract price for the payment bond, or (2) comparable alternate security approved by the Government as authorized and in accordance with Federal Acquisition Regulation (FAR) Section/Part 28.204, Alternatives in Lieu of Corporate or Individual Sureties. The amount for all required bonds shall be based on the established contract price.

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H.11.2 Time for Submission. The Contractor shall provide the bonds required by paragraph H.11.1 **ten (10) days** after contract award. Failure to timely submit (1) the required bonds other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction)".

H.11.3 Coverage. The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.11.4 Duration of Coverage. The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.12 SAFEGUARDING OF INFORMATION

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

H.13 PUBLIC RELEASE OF INFORMATION

There shall be no public release of information or images concerning any aspect of the construction, or other services relating to this contract, or other documents resulting therefrom, without the written prior approval of the Contracting Officer. The contractor shall include the substance of this provision in all subcontracts hereunder.

H.14 DOCUMENTS - OWNERSHIP AND USE

H.14.1 Ownership and Use of Drawings, Specifications, Software, and Models.

H.14.1.1 Ownership. All drafts, revisions, and versions of specifications, drawings, software code, databases, and models (digital, tangible, and scale), and all copies thereof, generated in the performance of the Contract or furnished to the GOVERNMENT in the performance of the Contract ("Documents") shall be and are the exclusive property of the Government.

H.14.2 Record Documents. During the performance of the Contract work, the Contractor shall maintain at the project site a current, marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, and any other departure from the Contract requirements approved by the CO, and a complete set of record shop drawings, product data, samples and other submittals as approved by the CO.

H.14.3 "As-Built" Documents. With the request for inspection for Substantial Completion, the Contractor shall provide complete sets of "as-built" drawings based upon the record set of drawings, marked to show the details of

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construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications. Final As-Built Documents submittal shall be provided at time of Final Completion/Closeout package submission, before Final Acceptance and shall incorporate any additional final changes.

H.15 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.16 RIGHTS AND OBLIGATIONS

The rights and obligations of the parties to the contract shall be subject to and governed by the provisions of this contract, the provisions of the Statement of Work issued there under, and the Statement of Work, the provisions of this contract shall control.

H.17 INITIATION OF LIQUIDATED DAMAGES

Liquidated damages shall begin a day after substantial completion. The date of substantial completion will be established in the Notice to Proceed (NTP).

Liquidated damages shall be assessed in accordance with the requirements of Clause 52.211-12 of the Federal Acquisition Regulation, Liquidated Damages-Construction (SEP 2000).

H.18 PERMITS

Each Offeror shall consult FAR Clause 52.236-7 Permits and Responsibilities.

H.19 WORK OUTSIDE OF NORMAL OPERATING HOURS

The Contracting Officer is the only authority authorized to approve work outside of normal operating hours (7:00 am to 4:00 pm PT) under this contract. All approvals shall be documented in writing. Any work that is done without the approval of the Contracting Officer will be at the contractor's own risk.

H.20 LAWS AND REGULATIONS

H.20.1 The Contractor shall, without additional expense to the Government, be responsible for complying with the applicable Act, and the regulations, procedures and standards promulgated thereunder. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations, which deal with or relate to the employment of persons who perform work or are trained under contract. In the event of a conflict among the contract and such laws and regulations, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.20.2 Subcontractors. The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.20.3 Evidence of Compliance. Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.21 LANGUAGE PROFICIENCY

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The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.22 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

H.23 REVIEW OF DOCUMENTS AND LOCAL CONDITIONS

H.23.1. Each Offeror is responsible for:

H.23.1.1. Thoroughly examining the Solicitation Documents and the proposed Contract Documents and understanding the requirements thereof.

H.23.1.2. Visiting the project site and verifying all pertinent site conditions, including the past, current, and future security conditions that might have an impact upon the contractor's performance of the contract.

H.23.1.3. Knowing all applicable laws and regulations required for the performance of the Contract.

H.23.1.4. Familiarizing itself with all codes, standards and other documents referenced in the proposed Contract Documents.

H.23.1.5. Ascertaining the availability of all materials and equipment necessary to produce the work required by the proposed Contract Documents, of sufficient skilled labor to perform the work.

H.24 OTHER SERVICES NOT TO RELIEVE CONTRACTOR

In the interest of expediting the project, the Government may, in its sole discretion, undertake to provide additional services for or on behalf of the Contractor which are not required of the Government under this contract. However, the Government shall be under no obligation to do so, and neither the provision nor the failure to provide such services nor the manner in which such services are provided shall relieve the Contractor of or excuse the Contractor from any of its responsibilities under the contract.

H.25 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by Government employees. The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.26 ERRONEOUS REPRESENTATIONS

The certifications and representations made by the Contractor, and in particular the certification regarding previous crimes, debarments, suspensions, and defaults contained in the representation and certification provision of the contract solicitation, are material representations of fact upon which the Government relies when awarding the contract. If it is later determined that such certifications and representations were erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default any contract resulting from the solicitation.

H.27 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

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H.27.1 The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

H.27.2 Contracting Officer Representative (COR): The Government control of the Project at the site shall be under the direction of the COR. The COR is the authorized representative of the Contracting Officer as to the interpretation of the Contract Drawings, Specifications, and other contract terms within the COR's express delegation of authority from the Contracting Officer which will be provided in writing. The COR shall obtain the decision of the Contracting Officer when necessary.

H.27.3 Government Personnel. No Government representative, unless that representative is designated or appointed as a Contracting Officer, has authority to issue technical direction which: (1) Constitutes an assignment of additional work outside the Statement of Work; (2) Constitutes a change as defined in the contract clause entitled "Changes;" (3) In any manner causes an increase or decrease in the total price or the time required for contract performance; or (4) Changes any of the expressed terms, conditions or specifications of the contract. Any work performed by the Contractor at the direction of other than a warranted Contracting Officer, acting within the limitations of their authority, shall be at the Contractor's own risk and expense.

H.28 NOTIFICATION OF DIFFERING SITE CONDITIONS

H.28.1 Timely notification of differing site conditions as defined at Contract Clause 52.236-2, Differing Site Conditions (APR 1984), is required. In addition to the provisions of the contract clause, the following shall apply.

H.28.2 Timely notice required. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required promptly within 30 calendar days from the discovery of the conditions upon which the request for an equitable adjustment is based.

H.29 EQUITABLE ADJUSTMENTS

H.29.1 Documentation of Proposals for Equitable Adjustments.

H.29.1.1 Direct Costs. Direct costs shall be considered to include the following:

H.29.1.1.1 Material quantities by trades and unit costs, including delivery to the site. Manufacturing or subcontractor overhead and profit associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site.

H.29.1.1.2 Labor breakdown by trades and unit costs, identified with the specific item of material to be placed or operation to be performed. Subcontractor overhead and profit associated with labor costs will be included in the unit costs.

H.29.1.1.3 Construction equipment exclusively necessary for the change.

H.29.1.1.4 Costs of preparation and/or revision to shop drawings resulting from the change.

H.29.1.1.5 Any incremental costs of insurance or employment taxes.

H.29.1.1.6 Bond costs, when the size of the change warrants revision.

H.29.1.2 Overhead and profit. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. Price adjustments for deleted work shall include credits for overhead and profit. On proposals covering both increases and decreases in the Contract Price, the application of

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overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

H.29.1.3 Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

H.29.1.4 Release by Contractor. The price and time adjustment made in any Bilateral Contract modification shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment, including all indirect costs, and other costs such as delay, disruption, acceleration, and cumulative impact. Upon the issuance of such Contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.29.1.5 If a mutually acceptable price cannot be reached, the Contracting Officer may determine the price unilaterally.

H.30 PRESERVATION OF REFERENCE POINTS AND BENCHMARKS

The Contractor shall protect and preserve any established reference points or benchmarks and shall make no changes in their locations without the written approval of the COR. The Contractor shall notify the COR promptly should any reference points or bench marks be lost or destroyed or require shifting because of necessary changes in grades or locations and, if the COR so directs, the Contractor shall accurately replace or relocate such reference points or benchmarks.

H.31 ORGANIZATION OF DRAWINGS AND SPECIFICATIONS

Any organization of the Specifications into divisions or sections and the arrangement of the Contract Drawings are not intended to control the Contractor in dividing work among subcontractors, or to limit the work performed by any trade.

H.32 SPECIAL UTILITY PROVISION

The contractor shall be responsible for any and all damages to accurately marked utilities resulting from its operations. Further, the contractor shall be held liable for all costs associated with such damages. Such costs include not only the costs to properly repair the damaged utility, but any direct costs incurred by the Government to provide emergency response to the site, as well as for any other monetary losses. Such loss may also include the value of loss of productivity experienced by the Government due to loss of power and/or facility evacuation arising from the utility damage. Contractors are to field verify and mark location of utilities shown on construction permit.

H.33 RESPONSIBILITY OF CONTRACTOR

H.33.1 Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.33.2 Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.33.3 Responsibility of the Contractor. It is the responsibility of the Prime Contractor to review and approve all submittals initiated by their respective subcontractors. Any submittal received by the Government for review and approval that has not been first reviewed and approved by the Prime Contractor may be summarily rejected without discussion.

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H.34 ORGANIZATION AND DIRECTION OF THE WORK

When this contract is executed, the Contractor shall submit to the CO required information concerning the executive and administrative organization, the personnel to be employed in connection with the work site under this contract, and their respective duties. The Contractor shall keep the data furnished current by revising or supplementing it as additional information becomes available.

H.35 CONSTRUCTION OPERATIONS

H.35.1 Operations and Storage Areas.

H.35.1.1 Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer and Contracting Officer's Representative.

H.35.1.2 Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, Contracting Officer's Representative and Facility, use only established site entrances and roadways.

H.35.2 Use Of Premises.

H.35.2.1 Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

H.35.2.2 Requests From Occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination. Failure to comply will result in additional costs to the Contractor for corrections needed to be in compliance with contract terms.

H.35.2.3 Access Limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract, except as necessary to perform the required work.

H.36 SUBCONTRACTORS AND SUPPLIERS

H.36.1 Claims and Encumbrances. The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material, personnel, and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.36.2 Approval of Subcontractors.

H.36.2.1 Advance notification required. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract.

H.36.2.2 Data required. The advance notification required by this provision shall include—

- (1) A general description of the supplies or services to be subcontracted;
- (2) Identification of the proposed U.S. subcontractor, to include:
 - (A) Name and address of the firm;
 - (B) Address of principal offices;
 - (C) Name and address of each principal officer (e.g. President, Vice President, Secretary, and Treasurer);

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(D) Names and addresses of corporate parents or of stockholders having a controlling interest in the firm.

H.36.2.3 Review and approval. The Government reserves the right to review proposed subcontractors for a period of ten (10) calendar days before providing notice of approval or rejection of any or all subcontractors. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's review of proposed subcontractors. In the event the Contractor is required to replace a subcontractor as a result of the Government's review, the Government shall have an additional ten (10) days for review of the proposed substitute.

H.36.2.4 Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors if their participation in the project, as determined solely by the Government Contracting Officer, may jeopardize security interests of the Government. The Contractor shall promptly release any subcontractor rejected at any time by the Government under this clause. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's rejection of subcontractors under this clause.

H.37 AVAILABILITY AND USE OF UTILITY SERVICES

Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance shall be made available, at prevailing rates charged to the Government, from existing systems, outlets, and supplies.

37.1 Temporary Utilities

The contractor shall provide temporary utilities required for construction. Materials may be new or used, but must be adequate for the required usage, not create unsafe conditions, and not violate applicable codes and standards.

37.2 Payment for Utility Services

a. The Government will make all reasonably required utilities available from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed will be charged to or paid at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. Carefully conserve utilities furnished without charge.

b. The contractor shall pay all costs incurred in connecting, converting, and transferring the utilities. The contractor shall also make connections, including but not limited to providing backflow-prevention devices on connections to domestic water lines, providing meters and providing transformers; and make disconnections. Under no circumstances will taps to base fire hydrants be allowed for obtaining domestic water.

37.3 Final Meter Reading

Before completion of the work and final acceptance by the Government, the contractor shall notify the Contracting Officer, in writing, five (5) working days before disconnection is desired. The Government will take a final meter reading, and authorize the contractor to disconnect service, and remove their temporary meters. Then remove all the temporary distribution lines, meter bases, and associated appurtenances. As part of the request for Final Completion and Acceptance, the contractor shall acknowledge the amount owed to the Government and shall pay all outstanding utility bills before final acceptance is rendered by the Government. Reimbursement to the Government shall be reflected on the Contractor's Payment Application submitted prior to Final Acceptance.

H.38 TEMPORARY FACILITIES AND SERVICES

H.38.1 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

H.38.2 Temporary Utilities.

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H.38.2.1 Responsibility. When specified in the Statement of Work, the Contractor shall obtain all water, light, power, and other utilities necessary for the completion of the work, including all final tests.

H.38.2.2 Connections. The Contractor is responsible for determining with local authorities what is required in connection with outside services and utilities, and furnishing evidence thereof to the satisfaction of the COR.

H.38.2.3 Fees and charges. The Contractor shall arrange for, and pay all fees and charges for temporary:

H.38.2.3.1 Installation of meters and other devices; and

H.38.2.3.2 Connections to existing outside services and utilities necessary for this project.

H.38.2.4 Duration of responsibility. The Contractor shall arrange to receive, and make payment of, bills by utilities for the Contractor's consumption and use for their products and services, until the date of substantial completion of this project.

H.38.3 Temporary Sanitation Facilities. When specified, the Contractor shall establish temporary toilets and such other facilities if necessary, and as approved by the COR, for the use of the Contractor's employees. All such facilities shall be kept clean. The Contractor shall insure that similar facilities are maintained for employees of all subcontractors, including facilities maintained by a subcontractor.

H.39 INSTALLATION RULES AND REGULATIONS/CONTRACTOR PERSONNEL

H.39.1 The rules and regulations of the installation where services are performed shall apply to the contractor and his employees while on the premises of such installation. The regulations include but are not limited to: presenting valid identification for entrances and obeying all posted directives.

H.39.2 Removal of Personnel. The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.39.3 Notice to the Government of Labor Disputes. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer and COR.

H.39.4 The Government reserves the right to deny initial access/performance and to remove previously approved contractor personnel for security reasons at any time. When denial/removal is for security reasons, the Government may do so without providing the rationale to the Contractor.

H.40 MATERIALS AND EQUIPMENT

H.40.1 Selection and Approval of Materials.

H.40.1.1 Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

H.40.1.2 Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information

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concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register ten days after contract award and thirty days prior to start of construction activities showing when samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.40.1.3 Custody of Materials. The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.40.1.4 Basis of Contract Price. The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.40.1.5 Substitutions.

H.40.1.5.1 Prior approval required. Before substitutions proposed by the Contractor, after acceptance of the Construction Documents, may be used in the project, the Contractor must receive approval in writing from the Contracting Officer. Any substitution request must be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions must be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

H.40.1.5.2 Final approval on delivery. Acceptance or approval of proposed substitutions under the contract is conditional upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.40.2 "Or-Equal Clause". References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.40.3 Use and Testing of Samples.

H.40.3.1 Use. Approved samples not destroyed in testing will be sent to the COR. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

H.40.3.2 Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

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H.40.3.3 Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.40.3.4 Directed Procurement. The Government may, at its option and upon notification to the Contractor, direct a specific location or source of procurement by the Contractor. In such an event, the Government will issue an approved Justification and Approval and the Contractor shall be responsible for placing the order, delivery and all related matters, subject to an equitable adjustment in the Contract Price, if applicable.

H.41 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.41.1 Costs to be borne by the Contractor. The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

H.42 HAZARDOUS OCCUPATION ORDERS

The Contractor shall comply with the Hazardous Occupation Orders issued pursuant to the Fair Labor Standards Act and set forth at 20 CFR 570.50 et seq. with respect to the employment of youths under 18 years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

H.43 HAZARDOUS MATERIAL IDENTIFICATION

Reference Clause 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (Reference 23.303) Alternate I (July 1995)

In addition to the provisions of the referenced clause, the following shall apply.

H.43.1 Notification. The Contractor shall notify the COR in writing of all hazardous material deliveries five (5) calendar days before delivery of the material. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

H.43.2 Responsibility of Contractor. 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.

H.43.3 Compliance with laws. The Contractor shall comply with applicable local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

H.43.4 Subcontracts. The Contractor shall insert this clause, including this paragraph (d), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

H.44 RESTRICTION ON USE OF NOAA FUNDS FOR LOBBYING

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this agreement. The exclusion of lobbying costs using National Oceanic and Atmospheric Administration funds is not intended to penalize, discourage, or prevent lobbying activities by utilizing non-Federal funds.

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H.45 SPECIAL WARRANTIES

H.45.1 Special Warranty Obligations. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

- (1) Obtain all warranties that are required by the Contract documents and those that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, unless otherwise directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, unless otherwise directed by the Contracting Officer.

H.45.2 Warranty information. The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than with request for Final Completion/Closeout package.

H.46 DEFINITIONS

H.46.1 In addition to the definitions provided in Section I, FAR 52.202-1, the following definitions shall apply when used in connection with this contract:

H.46.2.1 "Contract," when referring to this agreement between the Government and the contractor, comprises and includes all of the following:

H.46.2.1.1 the Government's solicitation that led to this award;

H.46.2.1.2 all amendments to that solicitation;

H.46.2.1.3 all requirements in the sections listed in the Order of Precedence clause, H.23;

H.46.2.1.4 all authorities referenced as requirements in that solicitation, those answers, those amendments, those listed sections, or in any modifications to this contract;

H.46.2.1.5 all modifications and change orders to this contract.

H.46.2.2 "Contract Drawings or Drawings", where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.

H.46.3 "Day" means a calendar day unless otherwise specifically indicated.

H.46.4 "Material" means all materials, fixtures and other articles incorporated in or which are intended to remain with the project.

H.46.5 "Notice to Proceed" means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.

H.46.6 "Other Submittals" includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

H.46.7 "Project Data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

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H.46.8 “Samples” are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

H.46.9 “Schedule of Defects” or “Punch List” means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

H.46.10 “Separate Contractor” means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

H.46.11 “Work” means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.46.12 “Construction equipment” means all items used in performing the work for this project, but not to remain with the project.

H.46.13 “Government” means the Government of the United States of America.

H.46.14 “Facility” means the Pier Romeo Facility for whose use the project is being constructed, unless otherwise designated by the Contracting Officer.

H.46.15 “Project” means the entire facility to be constructed at the site, of which the work under this contract may be the whole or a part.

H.46.16 “Contracting Officer Representative (“COR”)” means a person designated and appointed in writing by the Contracting Officer. The COR shall be the Government’s representative on the project for technical operations. Certain and specific Contracting Officer duties may be delegated by the Contracting Officer to the COR. The COR is authorized to act on behalf of the Contracting Officer to perform only those duties expressly delegated by the Contracting Officer and as specifically set forth in the Contract Documents.

H.46.17 “Subcontractor” means a person or entity to whom the Contractor has awarded a subcontract to perform a portion of the work at the site under this contract, and unless otherwise indicated, does not include material suppliers or manufacturers not performing work at the site.

H.46.18 “United States” or “U.S.” means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

H.47 CONFERENCES

H.47.1 Pre-Construction Conference

Conference Date: To be Determined

Location: Construction Site Location

H.47.1.1 After award of the contract, a date will be set for the Pre-Construction Conference. The conference will be held at the time, date and place specified.

H.47.1.2 The contractor is requested to advise the Contracting Officer of attendee’s names and positions.

H.47.1.3 The contractor is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Pre-Construction Conference.

H.47.1.4 Technical and contracting personnel will be available to discuss the project.

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H.48 MODIFICATIONS AND CHANGE ORDERS

Clause 52.243-4, Changes plays a significant role in performance of this construction contract. The clause provides the basis and authority for additional work, reduction in scope of work, changes to the specifications and drawings, etc. It also authorizes the Contracting Officer to unilaterally make changes to the contract while still obligating the contractor to perform these changes and continue contract performance. Change orders may occur for a variety of reasons, including differing site conditions, omissions from the drawings, Government-requested changes, contractor suggestions, value engineering, etc. Not all changes increase the contract price. There may be instances where a credit is obtained for substitution of materials or equipment, redundant or duplicative materials or equipment, reduction or deletion of work, etc.

As prescribed by FAR Part 43, a contract modification is a written change or alteration that adds to or cancels certain portions of the terms, conditions, specification or drawings and can only be issued by a Contracting Officer with an appropriate delegation of authority. Modification shall be executed either unilateral or bilateral. Unilateral modifications, signed only by the Contracting Officer, shall be issued for actions that fall under the Changes or Default clauses or for administrative changes such as a change in the Contracting Officer, Contracting Officer's Technical Representative, accounting code, etc. A unilateral modification shall also direct the contractor to perform work involved in a change order(s) where the Government and contractor are still negotiating price(s) or extension in schedule.

H.49 ENGLISH LANGUAGE DOCUMENTATION REQUIREMENT

All submittals provided by the contractor to the Government under this contract that are not provided in the English language shall be accompanied by an English language translation.

H.50 TRAFFICKING PERSONS COMPLIANCE PLAN CERTIFICATION

Contractors shall certify annually to the CO and COR that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with Section H.50 Labor Relations & Actions, and the trafficking in persons clause 52.222-50 COMBATING TRAFFICKING IN PERSONS. The certification shall confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

H.51 REPORTING ACCIDENTS

The Contractor shall provide notice to the Government and prepare a written report of any kind of incident or accident involving damage to property or injury of personnel. Notice of property damage shall be provided to the Contracting Officer and Contracting Officer's Representative within two hours of the incident, if during normal business hours, or within two hours of the beginning of the next work day if the incident occurs other than during duty hours. In the event of an accident or incident involving serious injury or death or the discharge of a firearm, the Contractor shall notify the Contracting Officer and Contracting Officer's Representative within one hour. The Contractor shall prepare a detailed written report of each incident or accident and forward one copy of the report to the Contracting Officer and one copy to the designated COR not later than 48 hours after the occurrence of the incident.

H.52 ORGANIZATIONAL CONFLICT OF INTEREST

H.52.1 The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

H.52.2 The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include

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a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

H.52.3 If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

H.52.4 The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

H.53 CONFLICTS OF INTEREST

The firm that developed the schematic design documents included in this contract and any architect or engineer, in any discipline, who contributed to the design or development of the schematic design documents included in this contract is not eligible to: a) render services to the contractor awarded the construction contract (Contractor), that involve the review, verification, or construction based upon the schematic documents; b) serve as part of the Contractor's team in any capacity; nor c) render services that involve the review, verification, or construction based upon the schematic documents to any subcontractor at any tier on the project. Before engaging the services of a sub-consultant, the contractor may request the Contracting Officer review the level of involvement and contributions made by a sub-consultant to determine if a conflict of interest exists.

H.54 KEY PERSONNEL

H.54.1 The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed (must include, but is not limited to Project Manager, Site Superintendent, Site Safety and Health Officer (SSHO), and Quality Control Manager (QCM)). Accordingly, the Contractor agrees to assign to this contract those key persons whose qualifications were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first thirty days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

H.54.2 All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least ten (10) days, or ninety (90) days in advance of the proposed substitution. Such notification shall include:

H.54.2.1 an explanation of the circumstances necessitating the substitution;

H.54.2.2 a complete resume of the proposed substitute; and

H.54.2.3 any other information requested by the Contracting Officer to enable them to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.54.3 The following qualifications apply to this solicitation and the resulting contract in regards to the replacement and qualifications of the key personnel.

H.54.3.1 Project Manager must be employed by the firm for at a minimum of three (3) years and demonstrate a minimum of ten (10) years experience in construction with five (5) years experience managing similar projects.

H.54.3.2 Site Superintendent must be employed by the firm for at a minimum of three (3) years and demonstrate a minimum of ten (10) years experience in construction with five (5) years experience managing similar projects.

H.54.3.3 Site Safety and Health Officer (SSHO) must demonstrate a minimum of five(5) years experience as an SSHO on similar projects. Must have current OSHA 30 certification and meet USACE EM-385 qualifications.

H.54.3.4 Quality Control Manager must demonstrate a minimum of five (5) years experience as a QCM on similar federal or state projects.

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H.54.3.5 All qualifying similar projects must meet the following minimum requirements: Construction was substantially completed within eight (8) years of the submission deadline; the project exceeded \$5,000,000.00 in construction costs; and project included the installation of pumping system with a minimum flow of 1500 GPM with similar filtration and temperature control criteria.

H.54.3.6 Resumes shall include name, educational background, present employer, present position or title, total years of experience and years of experience with the Offeror, training, types of experience by years, and any additional pertinent information in sufficient detail to substantiate qualifications and facilitate evaluation of qualifications and technical competence. Experience shall be in similar roles for projects relevant to this Project/Requirement. Resumes for each key personnel not currently employed by the Offeror must indicate that the proposed key personnel intends to accept the position if the Offeror is selected and shall confirm that the parties have mutually agreed to a salary. All resumes shall be current within 90 days of proposal submission.

H.55 CAR 1352.237.75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:

(Name) Project Manager
(Name) Site Supervisor
(Name) Site Safety and Health Officer (SSHO)
(Name) Quality Control Manager

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.56 CAR 1352.228-70 INSURANCE COVERAGE (APR 2010)

(a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability.

(1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$100,000.00 per instance, \$250,000.00 maximum.

(c) Automobile liability. The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

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(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

H.57 NAM 1330-52.203-71 NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)

By submission of an offer in response to a NOAA solicitation or acceptance of a contract, the contractor acknowledges the restriction on current NOAA employees regarding contact with offerors regarding prospective employment and the corresponding obligations for contractors who engage them. The contractor further acknowledges that it has provided notice to former NOAA employees who will provide service to NOAA under the contract of post-Government employment restrictions that apply to them. Such restrictions include, but are not limited to, those set forth in:

(a) 41 U.S.C. § 2103 regarding contacts between a Federal employee working on a procurement and an offeror about prospective employment;

(b) 18 U.S.C. § 207 regarding the restrictions on former Federal employees having contact with a Federal agency on behalf of another person or entity concerning a specific party matter with which the former employee was involved as a Federal employee or for which the former Federal employee had official responsibility;

(c) 18 U.S.C. § 207 regarding the restrictions on former senior employees and senior political employees from having contact with his former Federal agency on behalf of another person or entity concerning any official matter; and

(d) 41 U.S.C. § 2104 regarding the restrictions on a former Federal employee involved in an acquisition over \$10,000,000 from accepting compensation from a contractor.

H.58 NAM 1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)

In accordance with NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy, it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NOAA prohibits sexual assault and sexual harassment by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA.

(a) Definitions.

Contractor Employees - The term “contractor employees,” as used in this solicitation and contract language, refers to employees of the prime contractor or its subcontractors, affiliates, consultants, or team members.

Sexual Assault - The term sexual assault, as used in this solicitation and contract language, means any conduct proscribed by state or federal sexual abuse laws, including, but not limited to, those defined in chapter 109A of title 18 of the U.S. Code (sexual abuse), and assaults committed both by offenders who are strangers to the victim and by offenders who are strangers to the victim and by offenders who are known or related by blood or marriage to the victim.

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Sexual Harassment - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decision affecting such individual;
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

The main characteristics of sexual harassment are that the harasser's conduct is targeted against the recipient's sex, gender identity, or sexual orientation, and is unwelcome to the recipient. It may include, but is not limited to: offensive jokes, slurs, epithets or name calling, undue attention, physical assaults or threats, unwelcome touching or contact, intimidation, ridicule or mockery, insults or put-downs, constant or unwelcome questions about an individual's identity, and offensive objects or pictures.

(b) Requirements.

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.
2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontract.
3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the COR, subset of the COR (e.g. Task Manager or Assistant COR), or Contracting Officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6.07, Reporting from Remote Locations.
4. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.
5. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).
6. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, Prevention Training and Awareness, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within 30 business days of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

Evidence of initial training by name and date completed for each contractor employee, shall be submitted to the COR or Contracting Officer (if no COR assigned) within 10 business days of completion.

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Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or Contracting Officer (if no COR assigned) no later than March 1st of each calendar year of contract performance.

7. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager at <https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial>. The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.
8. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.
9. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.
10. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.
11. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

(c) Sexual Assault/Sexual Harassment (SASH) Helpline.

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee. All services are anonymous, secure and available worldwide, 24 hours a day, seven days a week. The NOAA SASH helpline is accessible through a variety of channels, including:

- Phone: 1-866-288-6558
- Website & Online Chat: <https://www.noasashhelpline.org/>
- Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)
- Text: (202) 335-0265

(d) Confidentiality.

Any party receiving information from the filing of a complaint alleging sexual assault or sexual harassment, or while performing an investigation into such a complaint, shall keep the information confidential. "Confidentiality" means that the information shall only be shared with others who have a need to know the information to conduct their official duties.

(e) Remedies.

In addition to other remedies available to the Government, contractor employee violations of Federal requirements (e.g., law, statutes, executive orders, code, rules, regulations) applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training set forth in this solicitation and contract language, may result in:

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1. Requiring the contractor to remove a contractor employee or employees from the performance of the contract;
2. Requiring the contractor to terminate a subcontract;
3. Suspension of contract payments until the Contractor has taken appropriate remedial action;
4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;
5. Suspension or debarment; or
6. Other appropriate actions.

H.59 NAM 1330-52.237-70 CONTRACTOR COMMUNICATIONS

- (a) A contractor employee shall be identified both by the individual's name and the contractor's name when:
- Included in NOAA's locator, and
 - When submitting any type of electronic correspondence to any NOAA employee or stakeholder.
- (b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number.
- (c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

H.60 NAM 1330-52.237-71 NOAA GOVERNMENT-CONTRACTOR RELATIONS - NON-PERSONAL SERVICES CONTRACT (SEPT 2017)

- (a) The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services as defined in FAR Part 37, Service Contracting, and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties an understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
1. Be placed in a position where they are under relatively continuous supervision and control of a Government employee.
 2. Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other contractors performing under other NOAA contracts.
- (c) The services to be performed under this contract do not require the contractor or the contractor's personnel to exercise personal judgment and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.
- (d) Rules, regulations, directives, and requirements that are issued by the Department of Commerce and NOAA under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation and facilities, who are provided access to Government systems, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (e) Both parties are responsible for monitoring contract activities for indications of improper employee-employer relationships during performance. In the event a situation or occurrence takes place inconsistent with this contract language, the following applies:

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1. The contractor shall notify the contracting officer in writing within 5 business days from the date of any situation or occurrence where the contractor considers specific contract activity to be inconsistent with the intent of this contract language. The notice must include the date, nature and circumstance of the situation or occurrence, the name, function and activity of each Government employee or contractor employee involved or knowledgeable about the situation or occurrence, provide any documents or the substance of any oral communications related to the activity, and an estimated date by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.
2. The contracting officer will review the information provided by the contractor, obtain additional information (if needed), and respond in writing as soon as practicable after receipt of the notification from the contractor. The contracting officer's response will provide a decision on whether the contracting officer determines the situation or occurrence to be inconsistent with the intent of this contract language and, if deemed necessary, will specify any corrective action(s) to be taken in order to resolve the issue.

H.61 NAM 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEP 2017)

(a)

1. The performance of this contract requires employees of the prime contractor or its subcontractors, affiliates, consultants, or team members ("contractor employees") to have access to and to the extent authorized, mobility within, a NOAA facility.
2. NOAA may close and or otherwise deny contractor employees access to a NOAA facility for a portion of a business day or longer for various reasons including, but not limited to, the following events:
 - i. Federal public holidays for federal employees in accordance with 5 U.S.C. 6103;
 - ii. Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;
 - iii. Occupational safety or health hazards;
 - iv. Lapse in Appropriations; or
 - v. Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.
3. In such events, the contractor employees may be denied access to a NOAA facility that is ordinarily available for the contractor to perform work or make delivery, as required by the contract.

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the Contracting Officer will provide direction to the contractor, either directly or through the COR, which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall be allowed. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work off-site if possible or reassigning personnel to other activities if appropriate.

(c) The contractor shall be responsible for monitoring the Office of Personnel Management at opm.gov, the local radio, television stations, NOAA web sites, and other communication channels. Once the facility is accessible, the contractor shall resume contract performance as required by the contract.

(d) For the period that NOAA facilities were not accessible to contractors who required access in order to perform the services, the Contracting Officer may -

1. Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;
2. Forego the work; or
3. Reschedule the work by mutual agreement of the parties.

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(e) Notification procedures of a NOAA facility closure, including contractor denial of access, are as follows:

1. The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.
2. Access to Government facilities and resources, including equipment and systems, will be limited and personnel necessary to administer contract performance may not be available. Generally, supply and service contracts that are funded beyond the date of the lapse in appropriation and do not require access to Government facilities, active administration by Government personnel or the use of Government resources in a manner that would cause the Government to incur additional obligations during the lapse in appropriation may continue. If a delivery date for a contract falls during the period of a lapse in appropriations, Government personnel may not be available to receive delivery. Contractors are directed to consult with a Contracting Officer before attempting to make a delivery. Contracting Officers will be available throughout the lapse in appropriation period to provide guidance.

Once OMB guidance is given CORs, in consultation with the Contracting Officer, will notify those contractors that are deemed by the Program Office to be performing excepted work and identify the contractor personnel requiring access to NOAA facilities. CORs will also coordinate directly with facility management or physical security personnel at respective locations to ensure that the names of contractor personnel requiring access to Government facilities during the lapse in appropriations are provided to physical security personnel.

Contractors who are not designated as performing excepted work are not allowed access to Government facilities or to utilize Government resources in a manner that would incur any additional obligation of funding on behalf of the Government during the lapse in appropriation.

3. Unless otherwise specified within the contract award, contractors requiring access to NOAA facilities outside normal business hours or outside the normal workweek shall submit a written request in writing through the COR to the Contracting Officer. The written request shall provide justification supporting the required access and be submitted 72 hours before access to the NOAA facility is needed.

H.62 NAM 1330-52.243-70 REQUESTS FOR EQUITABLE ADJUSTMENT (OCT 2017)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the contractor believes the Government is liable. The request shall include only costs for performing the change. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) Any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

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(Title)

(c) The certification in paragraph (b) of this solicitation and contract language requires full disclosure of all relevant facts, including:

1. Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
2. Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this solicitation and contract language does not apply to:

1. Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
2. Final adjustments under an incentive provision of the contract.

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
 Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses.
 Clauses numbered 1330.XXX... Are NOAA Acquisition Manual Clauses.

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (Reference 52.107(b))

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):

[Federal Acquisition Regulation \(FAR\)](#)

[Commerce Acquisition Regulations](#)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
FAR 52.202-1	Definitions	JUN 2020
FAR 52.203-3	Gratuities	APR 1984
FAR 52.203-5	Covenant Against Contingent Fees	MAY 2014
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
FAR 52.203-7	Anti-Kickback Procedures	JUN 2020
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
FAR 52.203-14	Display of Hotline Poster(s)	NOV 2021
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011

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FAR 52.204-7	System for Award Management	OCT 2018
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
FAR 52.204-13	System for Award Management Maintenance	OCT 2018
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	JUN 2020
FAR 52.209-12	Certification Regarding Tax Matters	OCT 2020
FAR 52.209-13	Violation of Arms Control Treaties or Agreements-Certification	FEB 2021
FAR 52.210-1	Market Research	NOV 2021
FAR 52.211-18	Variation in Estimated Quantity	APR 1984
FAR 52.215-2	Audit and Records-Negotiation	JUN 2020
FAR 52.215-8	Order of Precedence-Uniform Contract Format	OCT1997
FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications	JUN 2020
FAR 52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020

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FAR 52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	JUN 2020
FAR 52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
FAR 52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
FAR 52.215-19	Notification of Ownership Changes	OCT 1997
FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications	NOV 2021
FAR 52.216-2	Economic Price Adjustment - Standard Supplies	NOV 2021
FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	SEP 2021
FAR 52.219-6	Notice of Total Small Business Set-Aside	NOV 2020
FAR 52.219-8	Utilization of Small Business Concerns	OCT 2022
FAR 52.219-9	Small Business Subcontracting Plan	OCT 2022
FAR 52.219-9 ALT II	Small Business Subcontracting Plan – Alternate II	OCT 2022
FAR 52.219-14	Limitations on Subcontracting	OCT 2022
FAR 52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
FAR 52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
FAR 52.222-1	Notice to the Government of Labor Disputes	FEB 1997
FAR 52.222-3	Convict Labor	JUN 2003
FAR 52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAR 2018
FAR 52.222-6	Construction Wage Rate Requirements	AUG 2018
FAR 52.222-7	Withholding of Funds	MAY 2014
FAR 52.222-8	Payrolls and Basic Records	JUL 2021
FAR 52.222-9	Apprentices and Trainees	JULY 2005
FAR 52.222-10	Compliance with Copeland Act Requirements	FEB 1988

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FAR 52.222-11	Subcontracts (Labor Standards)	MAY 2014
FAR 52.222-12	Contract Termination-Debarment	MAY 2014
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
FAR 52.222-14	Disputes Concerning Labor Standards	FEB 1988
FAR 52.222-15	Certification of Eligibility	MAY 2014
FAR 52.222-21	Prohibition of Segregated Facilities	APR 2015
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
FAR 52.222-26	Equal Opportunity	SEP 2016
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
FAR 52.222-35	Equal Opportunity for Veterans	JUN 2020
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
FAR 52.222-37	Employment Reports on Veterans	JUN 2020
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
FAR 52.222-50	Combating Trafficking in Persons	NOV 2021
FAR 52.222-54	Employment Eligibility Verification	MAY 2022
FAR 52.222-55	Minimum Wages Under Executive Order 13658	JAN 2022
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEPT 2013
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
FAR 52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
FAR 52.223-6	Drug-Free Workplace	MAY 2011
FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JAN 2016

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FAR 52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 2018
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation	DEC 2016
FAR 52.224-1	Privacy Act Notification	APR 1984
FAR 52.224-2	Privacy Act	APR 1984
FAR 52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
FAR 52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020
FAR 52.227-1	Authorization and Consent	JUN 2020
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
FAR 52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
FAR 52.228-2	Additional Bond Security	OCT 1997
FAR 52.228-5	Insurance-Work on a Government Installation	JAN 1997
FAR 52.228-11	Individual Surety—Pledge of Assets	FEB 2021
FAR 52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
FAR 52.228-14	Irrevocable Letter of Credit	NOV 2014
FAR 52.228-15	Performance and Payment Bonds-Construction	JUN 2020
FAR 52.229-3	Federal, State, and Local Taxes	FEB 2013
FAR 52.230-2	Cost Accounting Standards	JUN 2020
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices	JUN 2020
FAR 52.230-6	Administration of Cost Accounting Standards	JUN 2010
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-18	Availability of Funds	APR 1984
FAR 52.232-23	Assignment of Claims	MAY 2014

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FAR 52.232-27	Prompt Payment for Construction Contracts	JAN 2017
FAR 52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
FAR 52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
FAR 52.233-1	Disputes	MAY 2014
FAR 52.233-1 ALTI	Disputes – Alternate I	DEC 1991
FAR 52.233-3	Protest after Award	AUG 1996
FAR 52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
FAR 52.236-1	Performance of Work by the Contractor	APR 1984
FAR 52.236-2	Differing Site Conditions	APR 1984
FAR 52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
FAR 52.236-5	Material and Workmanship	APR 1984
FAR 52.236-6	Superintendence by the Contractor	APR 1984
FAR 52.236-7	Permits and Responsibilities	NOV 1991
FAR 52.236-8	Other Contracts	APR 1984
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
FAR 52.236-10	Operations and Storage Areas	APR 1984
FAR 52.236-11	Use and Possession Prior to Completion	APR 1984
FAR 52.236-12	Cleaning Up	APR 1984
FAR 52.236-13	Accident Prevention	NOV 1991
FAR 52.236-13 ALT I	Accident Prevention – Alternate I	NOV 1991
FAR 52.236-14	Availability and Use of Utility Services	APR 1984
FAR 52.236-15	Schedules for Construction Contracts	APR 1984
FAR 52.236-16	Quantity Surveys	APR 1984
FAR 52.236-17	Layout of Work	APR 1984
FAR 52.236-21	Specifications and Drawings for Construction	FEB 1997

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FAR 52.236-21 ALT I	Specifications and Drawings for Construction – Alternate I	APR 1984
FAR 52.236-25	Requirements for Registration of Designers	JUNE 2003
FAR 52.236-26	Preconstruction Conference	FEB 1995
FAR 52.242-2	Production Progress Reports	APR 1991
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.243-4	Changes	JUNE 2007
FAR 52.243-5	Changes and Changed Conditions	APR 1984
FAR 52.243-6	Change Order Accounting	APR 1984
FAR 52.243-7	Notification of Changes	JAN 2017
FAR 52.244-2	Subcontracts	JUN 2020
FAR 52.244-5	Competition in Subcontracting	DEC 1996
FAR 52.244-6	Subcontracts for Commercial Items	JAN 2022
FAR 52.245-1	Government Property	SEP 2021
FAR 52.245-9	Use and Charges	APR 2012
FAR 52.246-21	Warranty of Construction	MAR 1994
FAR 52.246-21 ALT I	Warranty of Construction – Alternate I	APR 1984
FAR 52.248-3	Value Engineering-Construction	OCT 2020
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
FAR 52.249-2 ALT I	Termination for Convenience of the Government (Fixed-Price) – Alternate I	SEPT 1996
FAR 52.249-10	Default (Fixed-Price Construction)	APR 1984
FAR 52.249-10 ALT I	Default (Fixed-Price Construction) – Alternate I	APR 1984
FAR 52.249-14	Excusable Delays	APR 1984
FAR 52.251-1	Government Supply Sources	APR 2012
FAR 52.253-1	Computer Generated Forms	JAN 1991

I.2 FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

I.3 FAR 52.225-11 BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2022)

(a) Definitions. As used in this clause -

Caribbean Basin country construction material means a construction material that -

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

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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 project” 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 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 an 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 cost, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is a FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

1. A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
2. A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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3. A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
4. A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

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

Domestic country 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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.
 - 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 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.

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

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

or

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

Least developed country construction material means a construction material that -

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

or

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

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.

WTO GPA country construction material means a construction material that -

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

(b) Construction materials.

1. This clause implements 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 material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
2. The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
3. The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
NONE.
4. The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that -
 - i. The cost of domestic construction material would be unreasonable.

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- A. For domestic construction material that is not a critical item or does not contain critical components.
- (1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
 - (2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.
 - (3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

B. For domestic construction material that is a critical item or contains critical components

- (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
- (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.
- (3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

i. 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

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

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

1.

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

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;

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- (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)(4)(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 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 1			
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.]

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I.4 FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) (Reference 22.810(b))

(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 Port Orchard, Washington; Kitsap County.

I.5 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) (Reference 23.406(d))

(a) Definitions. As used in this clause—

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“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content;

(2) Submit this estimate to the **Contracting Officer’s Representative**.

I.6 FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (May 2014) (Reference 32.111(a)(5))

(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;

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(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.

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(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 paragraph (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.

I.7 FAR 52.236-4 PHYSICAL DATA (APR 1984) (Reference 36.504)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations **Contractor shall gather the required data during the site visit.**
- (b) Weather conditions **Contractor shall gather the required data during the site visit.**
- (c) Transportation facilities **Contractor shall gather the required data during the site visit.**
- (d) **Contractor shall gather the required data during the site visit.**

I.8 FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984) (Reference 52.107(d))

Portions of this contract are altered as follows: **NONE**

Part III -- List of Documents, Exhibits, and Other Attachments

SECTION J

LIST OF ATTACHMENTS

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SECTION J – LIST OF ATTACHMENTS

- J.1 [GENERAL DECISION \(Building\)](#): WA20230012 (February 3, 2023)
- J.2 [PAST PERFORMANCE QUESTIONNAIRE VIA GOOGLE FORM](#)
- J.3 [RFP QUESTIONS SUBMITTED VIA GOOGLE FORM](#)
- J.4 [STANDARD FORM 1413 – STATEMENT OF ACKNOWLEDGMENT](#)
- J.5 PROPOSAL TEMPLATE (Attached via paperclip on the left of this PDF File)
- J.6 [DRAWINGS, SPECIFICATIONS & APPLICABLE ATTACHMENTS](#)
 - A. Technical Specifications - 100% Construction Documents (2023)
 - B. 100% CD Drawings (2023)
 - C. Updated Preliminary Survey
 - D. Environmental Assessment (2022)
- J.7 [PRE-PROPOSAL CONFERENCE ATTENDEES LIST](#)
- J.8 [STANDARD FORM 24 - BID BOND](#)
- J.9 GOVERNMENT EQUIPMENT LIST (Attached via paperclip on the left of this PDF File)

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses.
Clauses numbered 1330.XXX...Are NOAA Acquisition Manual Clauses

K.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEPT 2007
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
FAR 52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
FAR 52.204-26	Covered Telecommunications Equipment or Services-Representation	OCT 2020
FAR 52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	NOV 2015
FAR 52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
FAR 52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020
FAR 52.236-28	Preparation of Proposals-Construction	OCT 1997

K.2 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (Reference 3.103-1)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

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(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATION (MAY 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$45.0M.

(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

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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 (d) applies.
- (ii) 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.

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(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the Contracting Officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the Contracting Officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(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](#).

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(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 Certifications. 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:

__ (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 the SAM website 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.

K.4 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

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

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

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

K.5 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (Reference 9.104-7(b))

(a) *Definitions.* As used in this provision—

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

K.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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-

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(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 its field of operation, 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-

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(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$45M.

(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—

(i) It is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(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) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(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

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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.

K.7 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

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If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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Date of Disclosure Statement: _____ Name and Address of Cognizant
ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its

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current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether the award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes

No

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses.
Clauses numbered 1330.XXX...Are NOAA Acquisition Manual Clauses

L.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FAR 52.204-7	System for Award Management	OCT 2018
FAR 52.211-6	Brand Name or Equal	AUG 1999
FAR 52.214-34	Submission of Offers in the English Language	APR 1991
FAR 52.215-1	Instructions to Offerors-Competitive Acquisition	NOV 2021
FAR 52.215-1 ALT I	Instructions to Offerors-Competitive Acquisition – Alternate I	NOV 20217
FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
FAR 52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
FAR 52.247-6	Financial Statement	APR 1984
CAR 1352.215-70	Proposal Preparation	APR 2010
CAR 1352.233-71	GAO and Court of Federal Claims Protests	APR 2010
CAR 1352.239-71	Electronic and Information Technology	APR 2010
CAR 1352.242-70	Postaward Conference	APR 2010

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984) (Reference 16.105)

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

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) (Reference 33.106)

(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:

Ronette McBean-Felder

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Corporate Services Acquisition Division
Contracting Officer
Ronette.McBean-Felder@noaa.gov

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

L.4 CAR 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) The Contracting Officer, or (2) at a level above the Contracting Officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with Contracting Officer shall be sent to the following address (electronic submission only):

Name: Ronette McBean-Felder
Email: ronette.mcbean-felder@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address (electronic submission only):

Name: Tania Gates, Facilities Support Branch, Branch Chief
Email: tania.gates@noaa.gov

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division, Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, NW
Washington, DC 20230

L.5 FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) (Reference 36.523)

(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 quotes are urged and expected to inspect the site where the work will be performed.

Name: See Contracting Officer/Contract Specialist listed at Section A, Block 9 of SF1442 Form
Address:

NOAA Acquisition & Grants Office
Corporate Services Acquisition Division
1325 East West Hwy
SSMC2, Rm 11323
Silver Spring MD 20910

Telephone: See Contracting Officer/Contract Specialist listed at Section A, Block 9 of SF1442 Form

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L.6 FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)--ALTERNATE I (FEB 1995)
(Reference 36.523)

(b) A non-mandatory, organized site visit has been scheduled for-

Thursday March 2, 2023 (9:00 AM Pacific Standard Time)

(c) Participants will meet at-

Manchester Research Station
7305 Beach Dr East
Port Orchard WA 98366

A Pre-Proposal Conference will be held at the time, date and place specified by the Contracting Officer.

Offerors are requested to advise the issuing office of attendee's names, and title/positions (see Section J.7).

The offeror is responsible for making all arrangements and for all costs and expenses to attend and participate in the Pre-Proposal Conference.

The Contracting Officer, COR and Technical personnel will be available to discuss various aspects of the project.

COMMUNICATION AND RFP QUESTIONS: Communications concerning this solicitation or requests for clarification shall be made in writing to Ronette C. McBean-Felder, ronette.mcbean-felder@noaa.gov and Diana Pickel, diana.pickel@noaa.gov.

Offerors shall submit questions regarding this solicitation using the following Google Form link (please copy and paste this link in your browser). Clearly specify the solicitation area (page, paragraph, etc.) to which it refers.

<https://forms.gle/E9EywLkZxZxAFHZw7>

Offerors shall submit Questions and Clarifications pertaining to this Request for Proposal no later than **March 8, 2023 (12:00 PM Eastern Standard Time)**

Please be advised that questions that do not have the appropriate reference information may not be answered. The Government will attempt, but does not guarantee, that it will answer questions submitted after the date specified above. Regardless of when posed, all answers to questions not involving discussion of proprietary information will be answered via an amendment to the solicitation and provided to all Offerors at www.SAM.gov. The Government will not attribute the questions to the submitting Offerors, but the text of the questions and answers will be available to the general public.

L.7 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (Reference 52.107(a))

This solicitation incorporates one or more solicitation provisions by reference (by Citation Number, Title, and Date), 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):

[Federal Acquisition Regulation \(FAR\)](#)

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[Commerce Acquisition Regulation \(CAR\)](#)

[NOAA Acquisition Manual \(NAM\)](#)

L.8 FAR 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984) (Reference 52.107(c))

Portions of this solicitation are altered as follows: NONE

L.9 CAR 1352.215-70 PROPOSAL PREPARATION INSTRUCTIONS

L.9.1 GENERAL INSTRUCTIONS

L.9.1.1 The offeror shall submit the proposal in accordance with these instructions and include all data and information required by the solicitation. Offerors are advised to submit a proposal which is clear and comprehensive without additional explanation or information, but in sufficient detail for effective evaluation by the Government. The intent of the proposal shall be to provide sufficient data to support a decision for selection of a qualified offeror and allow for contract award. Nonconformance with the instructions may be cause for rejection of the proposal without further evaluation.

L.9.1.1.1 The Offeror shall submit sufficient documentation to allow NOAA to evaluate its capabilities with respect to the factors listed in this Section for evaluation in accordance with Section M. Submissions that are missing the required information or otherwise do not comply with the submission requirements may be eliminated from consideration at the Contracting Officer's determination. If a submission exceeds the allowable page limits, the Contracting Officer will consider only the designated number of pages, starting with the first page of each factor. Only the information in the submission and any additional information obtained from any other sources concerning past performance will be considered during the Government's evaluation of the submission.

L.9.1.1.1.1 The costs for the preparation of proposals is the responsibility of the offeror and is not a reimbursable expense. The contract award will include, at a minimum, all labor, management, supervision, mobilization, material and equipment cost, and any cost associated with the required services to be performed (i.e. construction). The offeror shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, and all other associated costs necessary to fulfill the requirements of the contract.

L.9.1.2 The proposal shall consist of two volumes - (1) Corporate/Technical Information Volume, and (2) Business/Price/Offeror Information Volume. These volumes shall be submitted separately, and clearly marked: "Corporate/Technical Information Volume" and "Business/Price/Offeror Information Volume". *The offeror shall make no reference to price in the Corporate/Technical Information Volume.* No alternate proposal will be accepted. The offeror's proposal and any subsequent negotiated changes thereto shall be binding upon the offeror.

L.9.1.3 Page limitations established in each area of consideration shall be strictly adhered to, as pages which exceed the limit will not be reviewed by the technical evaluators. Written responses to clarification requests and/or discussion requests will be subject to page limitations as specified in the correspondence.

L.9.1.4 The proposals shall be prepared as follows:

L.9.1.4.1 Page and Typing: The page size shall be 8½ x 11 inches. Pages shall be typed with Font Size 11 or 12, Times New Roman or Arial with minimum one inch margins. This limitation does not apply to Section B Contract Line Item Numbers (CLINs) or Sub-Line Item Numbers (SLINs) or to Graphics submitted as part of the proposal.

L.9.1.4.2 Organization: Each volume shall contain a detailed table of contents to delineate the sections and subparagraphs contained therein. Offerors shall label sections and subsections to match the Factors and Subfactors listed in this section. Table of contents will not be considered in the allowable number of pages to be submitted.

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L.9.1.4.3 Format and Copies: Provide an electronic copy of both Volume I and Volume II via email to Ronette C. McBean-Felder at ronette.mcbean-felder@noaa.gov and Diana Pickel at diana.pickel@noaa.gov

L.9.1.4.4 Language: Use only the English language. Submit an English translation for all information originally provided in another language. If an English translation is not provided, NOAA will not review or consider the information submitted only in another language. Non-English language pages are not included in any page counts.

L.9.1.4.5 Color: Submit text as black writing on a white background. Text that is difficult to read due to the use of colored text, colored background, and/or font selection may result in a failure of one or more elements.

L.9.2 SPECIFIC INSTRUCTIONS

Submissions must be provided in electronic copies via email to Contracting Officer Ronette C. McBean-Felder at ronette.mcbean-felder@noaa.gov, Sr. Contract Specialist Diana Pickel at diana.pickel@noaa.gov, and formatted according to evaluation factors. Electronic copy shall be one PDF file.

The proposal shall be prepared in the following volumes:

VOLUME ONE: CORPORATE / TECHNICAL INFORMATION (Electronic copy via email)

VOLUME TWO: BUSINESS / PRICE / OFFEROR INFORMATION (Electronic copy via email)

L.9.2.1 VOLUME ONE – CORPORATE / TECHNICAL INFORMATION

This volume shall be submitted in one (1) electronic copy (via e-mail).

Definitions:

Where the term “Offeror” is used, it is intended that requirements for the Offeror apply equally to either a single Contractor or to all parties of a Joint Venture (JV), where applicable.

The project(s) included in this solicitation are referenced as “the Project.”

The term “relevant projects” means those projects similar in scope, complexity, and dollar value (USD), in that order of importance. For example, for a new construction project, relevant projects would be new construction; for a renovation project, relevant projects would be renovation projects. In the context of this solicitation relevant projects would entail but are not limited to a scope for a large water distribution system, having worked adjacent to operational utilities and a dollar value within the specified magnitude for this solicitation.

L.9.2.1.1 Instructions

L.9.2.1.2 Organization. Organize proposal by area, element number, and paragraph number to correspond to the requirements of the proposal preparation instructions. Tab and clearly identify each element in the proposal.

L.9.2.1.3 Language. Use only the English language.

L.9.2.1.4 Page Limits. Maximum page limits for each element are identified. If a proposal exceeds the allowable page limits, NOAA will consider only the designated number of pages, starting with the first page of each factor, or may eliminate the Offeror from consideration, at its discretion. Tables of contents, header pages, etc. will not be counted.

L.9.2.1.5 Page Size. Pages are based on a single-sided 8 ½” x 11” (or A4) sheet.

L.9.2.1.6 Font. Submit proposals in size 11-12 point minimum font, Times New Roman or Arial with minimum one inch margins.

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L.9.2.1.7 Color. Submit text as black writing on a white background. Text that is difficult to read due to the use of colored text, colored background, and/or font selection may result in a failure of one or more elements.

L.9.2.1.8 Format and Copies. Provide an electronic copy via email. Index the electronic copy.

L.9.2.1.9 Restating Requirements. Responses restating requirements identified in the Statement of Work or elsewhere in the solicitation documents are not acceptable.

L.9.2.2 FACTOR 1 : STAFFING APPROACH AND KEY PERSONNEL (Written Material)

L.9.2.2.1 Page limit: One (1). Provide, in table format, a breakdown of all of the Offeror's project management manpower resources (e.g: Project Manager, Site Superintendent, Site Safety and Health Officer, Quality Control Manager, etc.), the projects to which they are currently committed and when those commitments end. Indicate which of those personnel will be assigned to the Project.

L.9.2.2.2 Page limit: One (1). Identify the extent to which the proposed construction management team has worked together on previous projects.

L.9.2.2.3 Page limit: Two (2) per resume. Provide a resume for each Offeror key personnel which at a minimum shall include Project Manager, Site Superintendent, Quality Control Manager, and, Site Safety and Health Manager. Provide additional resumes for other management and staff positions deemed critical by the Offeror, in the Home (headquarters and support) and Field Officers.

L.9.2.2.4 Project Manager must be employed by the firm for at a minimum of three (3) years and demonstrate a minimum of ten (10) years experience in construction with five (5) years experience managing similar projects.

L.9.2.2.5 Site Superintendent must be employed by the firm for at a minimum of three (3) years and demonstrate a minimum of ten (10) years experience in construction with five (5) years experience managing similar projects.

L.9.2.2.6 Site Safety and Health Officer (SSHO) must demonstrate a minimum of five(5) years experience as an SSHO on similar projects. Must have current OSHA 30 certification and meet USACE EM-385 qualifications.

L.9.2.2.7 Quality Control Manager must demonstrate a minimum of five (5) years experience as a QCM on similar federal or state projects.

L.9.2.2.8 All qualifying similar projects must meet the following minimum requirements: Construction was substantially completed within eight (8) years of the submission deadline; the project exceeded \$5,000,000.00 in construction costs; and project included the installation of pumping system with a minimum flow of 1500 GPM with similar filtration and temperature control criteria.

L.9.2.2.9 Resumes shall include name, educational background, present employer, present position or title, total years of experience and years of experience with the Offeror, training, types of experience by years, and any additional pertinent information in sufficient detail to substantiate qualifications and facilitate evaluation of qualifications and technical competence. Experience shall be in similar roles for projects relevant to this Project/Requirement. Resumes for each key personnel not currently employed by the Offeror must indicate that the proposed key personnel intends to accept the position if the Offeror is selected and shall confirm that the parties have mutually agreed to a salary. All resumes shall be current within 90 days of proposal submission.

L.9.2.3 FACTOR 2: CONTRACTOR PAST PERFORMANCE (Written Material)

L.9.2.3.1 **Quantity:** Page limit for each explanation: Three (3). Offerors shall provide a minimum of three (3) and no more than five (5) past performances.

L.9.2.3.1.1 Offerors shall submit the following information regarding their past record. That information will be used solely to identify projects and determine their relevance to the evaluation of past performance in accordance with Section

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M. Offerors are not being requested to provide their opinion of the quality or effectiveness of their performance but only to identify those projects which they believe are relevant and should be considered by NOAA in making NOAA's own assessment of the quality and effectiveness of their performance.

Offerors shall identify past or current contracts (including Federal, State, and local government and private) for efforts similar to the Government requirement and are authorized to provide information on problems encountered on the identified contracts and the offeror's corrective actions.

L.9.2.3.1.1.1 Project Examples Past Performance: Page limit for each explanation: Three (3).

L.9.2.3.1.1.2 For each relevant project example submitted provide the following information:

The period of your performance (beginning and ending date)

The name, address, phone number and email of a point of contact for this project.

Projects identified should include work experience within the eight (8) years preceding the submission of this proposal.

Offerors shall identify projects they performed as the prime.

Completed Past Performance Questionnaires (See Section J for the Google Form to be emailed to the respondent). Link may also be provided by emailing (<https://forms.gle/Xt6b2wdcekTpfVPo9>) directly to the respondent. The Government will not consider questionnaires submitted by the Offeror.

L.9.2.3.1.1.3 The Offeror's work under the identified projects should be similar in size, scope, and complexity to the requirements of this solicitation and should include information to demonstrate such similarity.

L.9.2.3.1.1.4 In the case of a proposal by a joint venture (JV), the Offeror must provide information on the JV's past performance or, in cases where the JV is newly formed and no past performance exists, the JV shall provide past performance information on the individual entities comprising the JV. This information shall describe the relevant experience of the JV or individual entities, as applicable.

L.9.2.3.1.1.4.1 Small Business Joint Ventures are reminded to submit their socioeconomic status as a small business joint venture or a SDVOSB joint venture as provided in 52.212-3(c) and 52.219-1(c) on an offer-by-offer basis in accordance with the authority of FAR 52.204-8(d) and 52.212-3(b).

L.9.2.3.1.1.5 The Offeror may submit no more than 50% of total submitted past performance information (no more than two of five) regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

L.9.2.3.2 **Other Sources:** The Offeror is not required to submit anything for this element. In evaluating the Offeror's past performance, the Government may consider the information in the Offeror's submittal as well as information gathered from other sources including former customers, Government agencies, federal databases (e.g. CPARS), and other references.

L.9.2.3.3 As defined by FAR 2.1, past performance refers to the Offeror's performance on active and physically completed contracts. An Offeror who has no record of past performance or for whom information on past performance is not available will receive a neutral rating for this factor.

L.9.2.4 FACTOR 3: TECHNICAL APPROACH AND RISK (ORAL PRESENTATION)

CAR 1352.215-71 INSTRUCTIONS FOR ORAL PRESENTATIONS (APR 2010)

The Government intends to conduct oral presentations with the Offerors as part of the evaluation process. Oral presentations will be conducted virtually (online).

The Contracting Officer will determine the order of oral presentations and the schedule. The Contracting Officer will contact each Offeror to schedule the date and time for oral presentations and provide detailed instructions. Once a presentation date and time are confirmed, rescheduling is at the discretion of the Contracting Officer.

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L.9.2.4.1 SUBFACTOR 1: Understanding Scope (Oral Presentation)

This section is intended to evaluate the technical project experience of the Offeror and its JV partners, if applicable.

L.9.2.4.1.1 The Offeror shall address the following in its Technical Approach and Risk oral presentation:

The Offeror shall communicate in detail their understanding of the overall scope for the Project. Identify all the major scope components of the Project, discuss the technical approach to the Project that demonstrates an understanding of the work outlined in the base and optional CLINs, geographic constraints, and other anticipated challenges.

The Offeror shall also communicate how the team will execute the work while ensuring that the ongoing Facility's mission will not be impacted. This should include but not be limited to vehicular/pedestrian traffic, existing utility services, construction operations staging, maintaining building/parking access, and dealing with unforeseen hazardous materials.

The Offeror shall also communicate a clear understanding of the following: use of local labor, potential material shortage, recruitment and retention of high-quality local labor and subcontractor markets, local storage of materials, lay-down area(s), and weather factors. Identify challenges as well as potential solutions.

L.9.2.4.1.2 Project Examples. Discuss three (3) examples of relevant projects, either substantially complete or completed within the past ten (10) years, demonstrating the Offeror's technical capabilities to perform the Project. If the offeror discusses more than the required number of project examples, NOAA will evaluate only the stated number of projects, in the order presented in the Offeror's submittal. Address familiarity with requirements and performance conditions. Discuss performance challenges and risks.

Include the following information for each project example:

1. Project Name and Contract Number.
2. Description of project scope and identification of relevancy to work required for this contract.
3. Name of offeror responsible for the project. Identify whether the Offeror was a prime, subcontractor or a JV partner on the project example.
4. Description of the type of work performed by the Offeror including identification of specific trades self-performed.
5. Actual start and completion dates (month/year), and originally scheduled completion date (month/year). Explain any differences between the actual and originally scheduled completion dates.
6. The percentage of the construction work self-performed by the Offeror. Percentage shall be provided as a portion of the total construction value of the project.

L.9.2.4.1.3 Relevant Projects. The term "relevant projects" means those projects similar in scope, complexity, and dollar value, in that order of importance. For example, discussing only building renovation project examples would not be considered relevant to demonstrate technical project experience necessary to perform new construction. In the context of this solicitation relevant projects would entail but are not limited to a scope for a large water distribution system, having worked adjacent to operational utilities and a dollar value within the specified magnitude for this solicitation.

L.9.2.4.1.4 JV Project Examples (if applicable). Discuss three (3) relevant project examples are required. Of the three (3) examples, offerors organized as a JV shall submit at least one (1) example of a relevant project for each JV partner to demonstrate technical project experience for the JV partner's proposed role in the Project. Projects may be substantially

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complete or completed within the past ten (10) years. If the offeror discusses more than the required number of project examples, NOAA will evaluate only the stated number of projects, in the order presented in the Offeror’s submittal.

L.9.2.4.2 Oral Presentations - General Instructions

L.9.2.4.2.1 Offerors may submit PowerPoint slides to accompany their oral presentations. The slide limit is 25 slides; however, the Offeror is reminded to consider that the oral presentation is time-limited, and is encouraged to consider how many slides can be adequately covered during the oral presentation.

L.9.2.4.2.2 *The 25 slides, if submitted with the oral presentation, **WILL NOT BE EVALUATED*** for Technical Approach and Risk. In addition, the Offeror’s written volumes **WILL NOT BE EVALUATED** for Technical Approach and Risk (SUBFACTOR 1: Understanding Scope). **Only the content of the oral presentation will be evaluated for Technical Approach and Risk (SUBFACTOR 1: Understanding Scope).**

L.9.2.4.2.3 No cost/price information shall be included in the oral presentation narrative or briefing slides. Failure to comply with this requirement may result in the proposal being deemed ineligible for further consideration.

L.9.2.4.2.4 **Exchanges during Oral Presentation:** The Government intends for the oral presentation to be an interactive dialogue between the Offeror and the Government. These exchanges are viewed as a component of the oral presentation itself and do not constitute discussions.

L.9.2.4.2.5 **Location:** Oral presentations will be held virtually. The order in which Offerors are scheduled for oral presentations will be determined by the Government. The Offeror retains full responsibility for ensuring its participants are able to gain access into the oral presentation location.

L.9.2.4.2.6 **Offeror Participants:** The Offeror’s participants in the oral presentations shall include the anticipated Construction Project Manager. No more than three (3) total Offeror participants shall attend the oral presentation. Attendees are limited to Prime Offeror only. The only exception to this would be if a team is proposing as a Joint Venture (JV).

L.9.2.4.2.7 Within two business days of receiving a notice that the Offeror has been invited to participate in an oral presentation, the Offeror shall provide the Contracting Officer with the names, current employer/company, and e-mails of the Offeror Participants for the oral presentation. **Oral Presentations will be scheduled during the week of Monday, April 17, 2023 - Friday, April 21, 2023.**

L.9.2.4.2.8 **Format for Oral Presentation:** The Government intends for the virtual oral presentation to proceed as follows:

Oral Presentation Component	Total Time Allotted
1. Introductions and Rules of Engagement	Not specified
2. The Offeror shall present its Technical Approach and Risk presentation	45 minute limit
3. The Government will caucus prior to interactive dialogue	Approx. 15 minutes
4. The Government and Offeror will participate in an interactive dialogue related to the information presented by the Offeror during the Technical Approach and Risk presentation	30 minute limit
5. The Offeror departs	Not specified

L.9.2.4.2.9 Rules of Engagement for Oral Presentations:

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L.9.2.4.2.9.1 The Offeror's presentation team shall consist of the anticipated Construction Project Manager. Although the other individual can be supporting any other key roles, the team is expected to be able to answer any questions. Attendees are limited to the Prime Offeror only. The only exception to this would be if a team is proposing as a Joint Venture (JV).

L.9.2.4.2.9.2 The Government WILL NOT ask questions about any information contained in an Offeror's submission outside the Technical Approach and Risk Factor.

L.9.2.4.2.9.3 The Offeror may not generally ask questions during the oral presentation. Any questions asked must be directed to the Contracting Officer, and should only deal with logistics and conduct of the oral presentation.

L.9.2.4.2.9.4 Oral presentations do not constitute discussions. The Government will not ask questions that will invite or allow the Offeror to change its offer. The Offeror shall not volunteer any information that might be construed as changing its offer. Oral presentations are distinct from the Government's reserved right to conduct exchanges.

L.9.2.4.2.9.5 The Offeror's participants shall not reach back, by telephone, e-mail or any other means, to any other personnel or persons for assistance during the oral presentation.

L.9.2.5 FACTOR 4 : SCHEDULE (Oral Presentation and Written Material Required)

L.9.2.5.1 Understanding of Project Schedule

L.9.2.5.1.1 Page limit: One (1)

L.9.2.5.1.2 Format: Critical Path Method (CPM) format

L.9.2.5.1.3 Page limit: Two (2)

L.9.2.5.1.4 Provide a project schedule in color, (using Microsoft Project) inclusive of applicable construction activities of how the work will be completed within the contract duration limitation. Demonstrate an understanding of the Project scope, milestones, restraints, phasing and local conditions.

L.9.2.5.1.5 Page limit: Two (2)

L.9.2.5.1.6 Offeror shall also include a schedule narrative detailing their approach and sequencing of activities in order to maintain the existing life support systems on campus throughout the duration of the project.

L.9.2.6 FACTOR 5: CORPORATE EXPERIENCE (Written Material ONLY)

L.9.2.6.1 Offeror's Organization for the Project

L.9.2.6.1.1 Page limit: Three (3) plus the organizational chart.

L.9.2.6.1.2 Identify all of the major members and components of the team, including but not limited to major sub-contractors, the roles of the subcontractors, and the subcontractor's key personnel, that will be utilized for this Project, and explain how their work will be integrated into the overall scope.

L.9.2.6.1.3 Provide an organizational chart showing the lines of authority and communication; process for managing submittals, long-lead item procurement, and major subcontractor coordination; and Quality Control during construction.

L.9.2.6.1.4 The Offeror shall provide their communications plan for interfacing with appropriate Government officials (i.e. CO, CS, COR, etc.)

VOLUME TWO: BUSINESS / PRICE / OFFEROR INFORMATION

This volume shall be submitted in one (1) electronic copy (via e-mail) as noted above and consist of a completed copy of the following from the Request for Proposal and other documentation as follows:

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L.9.2.7 **Exceptions.** Should the offeror claim exception to any requirement in the solicitation, these exceptions shall be clearly listed as exceptions and rationale for them provided in this volume. The Government may evaluate any exceptions submitted to the solicitation negatively. The absence of identified exceptions in this volume will be deemed as acceptance of all terms and conditions of the solicitation and resulting contract.

L.9.2.7.1 **Section A - "Standard Form 1442"** Complete blocks 14 through 20C.

L.9.2.7.2 **Amendment(s) – Standard Form 30** (when applicable). If amendments are issued, the offeror shall indicate receipt and inclusion of the amendment by completing block 19 of the form. Amendments shall also be acknowledged by signing and returning the SF-30, "Amendment of Solicitation/Modification of Contract," with the offer.

L.9.2.7.3 **Section B Pricing.** The offeror shall provide their proposed prices for each CLIN in the blanks provided in Section B, "Supplies or Services and Price" and any reference Proposal Template provided in Section J (if applicable).

L.9.2.7.4 The offeror must provide all equipment, materials, supplies, labor, permitting fees (if applicable) and services associated with the Project as described in this solicitation, including all attachments and exhibits. Failure to make an offer on all requirements associated with the Project may be cause for determining an offer unacceptable and thereby not eligible for award.

L.9.2.7.5 Additionally, the offerors shall include in this volume a breakdown of the proposed price(s) for Construction.

L.9.2.7.6 **Section K Representations and Certifications.** Offeror shall ensure that Section K of the RFP is included with the proposal and also completed (or updated on SAM.gov) in its entirety, including all required entries, signatures and dates where appropriate.

L.9.2.7.7 **Company Financial Statement.** Provide a copy of the company's latest financial report.

L.9.2.7.8 **Evidence of Bonding Capability.** Provide evidence of bonding capability and availability to the value of the proposed price at Section B. Evidence submitted must be dated within no more than ninety (90) days before proposal submission date.

L.9.2.7.8.1 **FAR 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds -

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20%** of the bid price or **\$2,000,000.00**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

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L.9.2.7.9 Ensure that all required fill-ins are completed in the solicitation, in addition, The "Price Proposal" shall be submitted with sufficient data to support the proposal and to justify the reasonableness of the price.

L.9.2.7.10 Joint Venture Agreement/Signed Statement of JV Intent & Description of Partnership.

L.9.2.7.10.1 If the planned organizational structure for the Offeror is a JV, provide a Statement of Intent to form a JV, signed by all parties to the JV. If a formal JV has already been formed, the JV agreement may be submitted in lieu of the Statement of Intent. State if the Offeror is not submitting as a JV.

L.9.2.7.10.1.1 Small Business Joint Ventures are reminded to submit their socioeconomic status as a small business joint venture or a SDVOSB joint venture as provided in 52.212-3(c) and 52.219-1(c) on an offer-by-offer basis in accordance with the authority of FAR 52.204-8(d) and 52.212-3(b);

L.10 1352.270-71 PRE-BID/PRE-PROPOSAL CONFERENCE AND SITE VISIT (APR 2010)

(a) The Government is planning a pre-proposal conference, during which potential contractors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least **five (5)** days prior to the conference. Questions will be considered at any time prior to, or during, the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and the Government's answers, and a list of attendees, will be made publicly available.

(c) In order to facilitate conference preparations, click [HERE](#) or the link in Section J.7 to add your name to the list of attendees to the Pre-Proposal Conference.

(d) In no event shall failure to attend the pre-proposal conference constitute grounds supporting a protest or contract claim.

(e) Offerors are cautioned that, notwithstanding any remarks, clarifications, or responses provided at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by written amendment. It is the responsibility of each offeror, prior to submitting a proposal, to seek clarification of any perceived ambiguity in the solicitation or created by an amendment of the solicitation.

(f) The pre-proposal conference will be held:

Date: March 2, 2023

Time: 9:00 a.m. PST.

Location: **Manchester Research Station**
7305 Beach Dr East
Port Orchard, WA 98366

(g) During the conference, an opportunity to visit the site of the work, and, if applicable, inspect equipment on which maintenance or repairs are to be performed will be offered to attendees.

(h) Offerors are expected to satisfy themselves regarding all conditions that may affect the work required or the cost of contract performance. In no event shall failure to inspect the site and/or equipment constitute grounds for any protest or contract claim.

L.11 CONFLICTS OF INTEREST

The firm that developed the schematic documents included in this solicitation and any architect or engineer, in any discipline, who contributed to the design or development of the schematic documents included in this solicitation is not

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eligible to: a) render services to the offerors competing for award of this construction contract; b) serve as part of the offeror's construction team in any capacity; nor c) render services that involve the review, verification, or construction based upon the schematic documents to any subcontractor at any tier on the project. Before engaging the services of a sub-consultant, the offeror may request the Contracting Officer review the level of involvement and contributions made by a sub-consultant to determine if a conflict of interest exists.

L.12 NOTICE OF PARTICIPATION OF NON-GOVERNMENT PERSONNEL

1. Offerors are advised that the Government may utilize Contractors and/or Consultants listed below to assist in the evaluation of the proposals for this acquisition. The Contractors/Consultants will have access to any and all information submitted by Offerors and will be subject to the restrictions contained in CAR Clauses 1352.209-71 Limitation of Future Contracting, 1352.209-72 Restrictions Against Disclosure, 1352.209-74 Organizational Conflict of Interest and FAR 52.203-16 Preventing Personal Conflicts of Interest. The companies/organizations employing the subject Contractors/Consultants are also required to comply with these same confidentiality restrictions. All federal and non-federal personnel participating in the evaluation of this acquisition will have executed Non-Disclosure Agreements.

- a. IM Solutions, LLC 3600 Pointe Center Court, Suite 200 Dumfries, VA 22026
- b. Veterans Management Services, Inc. 14 Pidgeon Hill Drive, Ste 500, Sterling, VA 20165
- c. A-Frame Solutions, 475 K Street NW, Suite 407, Washington DC 20001

2. The Offeror agrees, by its submission of a response to the solicitation, to have its proposal reviewed by these Contractors/Consultants for the purpose of providing technical or cost/price analyses to the Government unless the Offeror provides objections to such disclosures as follows:

The Offeror shall (1) submit the objection in writing to the Contracting Officer at least 5 days prior to the date set for receipt of the proposals; and (2) include a detailed statement of the basis for the objection.

L.13 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Sections A through J. Section K will be incorporated into the resulting contract by reference. Blank areas appearing in these sections are to be completed by the Offeror or will be filled in by the CO prior to award.

L.14 ALTERNATE PROPOSALS

Alternate proposals will not be considered. Offerors may only submit one proposal as the prime contractor or Joint Venture.

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.
Clauses numbered 1352.XXX...Are Commerce Acquisition Regulation Clauses.
Clauses numbered 1330.XXX...Are NOAA Acquisition Manual Clauses

M.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

M. 1.1 The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

M.2 CAR 1352.215-74 BEST VALUE EVALUATION

M.2.1 Award will be made to the offeror: whose offer conforms to the solicitation requirements; who is determined responsible in accordance with FAR Subpart 9.1 by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price/cost and non-price evaluation factors, to provide the best value to the Government in accordance with CAR 1352.215-75, *Evaluation Criteria*. This section outlines the criteria the Government will use in evaluating the offeror's capabilities and proposals for the construction project. Each proposal shall be evaluated on the following six (6) factors in descending order of importance: 1) Staffing Approach and Key Personnel, 2) Contractor Past Performance, 3) Technical Approach and Risk, 4) Schedule, 5) Corporate Experience and 6) Price.

M.3 CAR 1352.215-75 EVALUATION CRITERIA

The evaluators will consider the degree to which the strategies and methods proposed by the Offeror:

M.3.1 Are likely to meet and exceed the Government's requirements, including the requirements, to deliver the desired performance outcomes, and demonstrate a strong understanding of the work to be accomplished, and

M.3.1.1 Are innovative, evidence-based, and feasible.

M.3.2 The table below shows the rating the Government will assign in its evaluation of offers when evaluating Factors 1, 3, 4, and 5:

Adjectival Rating	Description
Exceptional	Proposal indicates an extensive understanding of the requirements and an exceptional approach. The proposal offers significant benefits and far exceeds the government's needs. The proposal contains no weaknesses or very minor weaknesses, and there is no or very low potential for schedule disruption, increased costs, or performance degradation. Risk of unsuccessful performance is very low.
Very Good	Proposal indicates a thorough understanding of the requirements and a comprehensive approach. The proposal offers benefits and exceeds the government's needs. The proposal may contain minor weaknesses that have low potential to cause disruption of schedule, increased cost, and/or degradation of performance. Strengths significantly outweigh any weaknesses and risk of unsuccessful performance is low.
Satisfactory	Proposal indicates a sufficient understanding of the requirements and an adequate approach. The proposal fully meets the government's needs and may offer benefits to the government. The proposal may contain weaknesses that have little potential of causing disruption of schedule, increased cost,

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	and/or or degradation of performance. Risk of unsuccessful performance is moderate.
Marginal	Proposal indicates an insufficient understanding of the requirements and an incomplete approach. The proposal may offer some benefits but overall barely meets the government’s minimum needs. The proposal contains one or more weaknesses likely to cause disruption of schedule, increased cost, and/or degradation of performance. Risk of unsuccessful performance is high.
Unsatisfactory	Proposal does not meet one or more requirements of the solicitation and contains one or more deficiencies. The proposal contains a material failure or combination of weaknesses that increase the risk of schedule disruption, increased costs, and/or unsuccessful performance to an unacceptable level. In order to be considered for award, the proposal would require a complete rewrite.

M.3.3 The table below shows the rating the Government will assign in its evaluation of offers when evaluating Factor 2:

Adjectival Rating	Description
Exceptional	The Offeror’s performance on previously awarded, recent, relevant contract(s) was consistently of the highest quality and exceeded all contractual requirements to the customer’s benefit. Any problems encountered during performance of prior contract(s) were very few in number and/or very minor in nature, and any corrective actions taken were highly effective. The Offeror’s past performance record leads to an expectation that the offeror’s performance on the contemplated contract will be outstanding.
Very Good	The offeror’s performance on previously awarded, recent, relevant contract(s) was of high quality and met all contractual requirements, while exceeding some contractual requirements to the customer’s benefit. Any problems encountered during performance of the prior contract(s) were few in number and/or or minor in nature, and any corrective actions taken were effective. The offeror’s past performance record leads to an expectation that the offeror will be very successful in performing the contemplated contract.
Satisfactory	The Offeror’s performance on previously awarded, recent, relevant contract(s) was of adequate or better quality and met contractual requirements. Any problems encountered during performance of the prior contract(s) were addressed and corrective actions taken were effective for the most part. The Offeror’s past performance record leads to an expectation that the contractor will be successful in performing the contract.
Neutral	The Offeror lacks a record of recent, relevant, or available past performance history. There is no expectation of either successful or unsuccessful performance. A rating of neutral is neither favorable nor unfavorable.
Marginal	The Offeror’s performance on previously awarded, recent, relevant contract(s) was of low quality and did not meet some contractual requirements. The Offeror’s performance reflected some serious problems that the Offeror failed to identify, failed to correct in a timely manner, and/or took corrective actions that were only partially effective. Performance of completed contract(s) was consistently of mediocre quality. The Offeror’s past performance record leads to an expectation that successful performance of the contemplated contract may be difficult without high levels of Government management and oversight.
Unsatisfactory	The Offeror’s performance on previously awarded, recent, relevant contract(s) was of consistently poor quality and did not meet most contractual requirements. The Offeror’s performance reflected

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	very serious problems that the Offeror failed to identify and/or correct, or for which corrective actions implemented were mostly ineffective. The Offeror's past performance record leads to an expectation that the Offeror will not achieve successful performance of the contemplated contract without excessively high levels of Government management and oversight.
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M.3.4 FACTOR 1 STAFFING APPROACH AND KEY PERSONNEL (ONLY Written Material will be evaluated)

M.3.4.1 The Government will evaluate the offeror's staffing approach to ensure that it meets the criteria established in Sections L.9.2.2.2 and whether the resumes demonstrate appropriate professional qualifications, specialized experience, technical competence in the role proposed, and meet the minimum requirements of the contract. The Government will evaluate the commitment of key personnel not currently employed by the Offeror.

M.3.5 FACTOR 2 CONTRACTOR PAST PERFORMANCE

M.3.5.1 The Contractor Past Performance evaluation will assess the degree of confidence the Government has in an Offeror's ability to provide the services outlined in this solicitation, based on a demonstrated record of performance. Past Performance will be evaluated based on the recency, relevancy, source of the information, context of the date, general trends in the contractor's performance and quality of the Offeror's past performance. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

M.3.5.2 *Relevance determination.* Only those projects deemed relevant will be considered in the evaluation of past performance. Relevant projects are those of similar size, scope and complexity to the work required in this solicitation. In the context of this solicitation relevant projects would entail but are not limited to a scope for a large water distribution system, having worked adjacent to operational utilities and a dollar value within the specified magnitude for this solicitation. Note that only projects performed in the last ten (10) years will be deemed relevant. Projects found not to be similar in scope, size or complexity and projects older than ten (10) years are not relevant and will not be considered.

M.3.5.3 *Quality of Performance determination.* In assessing the quality or effectiveness of the offeror's performance in relevant projects, the evaluators may rely on CPARS ratings, reports and audits of the Office of the Inspector General, esrs.gov, past performance questionnaire responses (the Government will not consider questionnaires submitted by the Offeror.), interviews with other sources known to the Government and/or any information which may be obtained by the Government from sources other than those identified by the respondent.

NOAA will not consider, however, the offeror's description of the quality or effectiveness of its own performance. Such information, if submitted by the offeror in response to Section L instruction, is not considered objective and will not be considered.

M.3.5.4 The Government will consider Past Performance information for the entity proposed as the prime contractor, as well as information for proposed subcontractors (no more than two of five past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors) that will perform major or critical aspects of the requirement, when such information is relevant to this procurement. However, greater emphasis may be placed on the past performance of the prime contractor.

M.3.5.5 If the offeror is a joint venture (JV), the past performance of the team will be considered. If the Offeror is a newly formed JV, the Government will evaluate the experience of the individual entities that comprise the newly formed entity.
M.3.5.5.1 Small Business Joint Ventures are reminded to submit their socioeconomic status as a small business joint venture or a SDVOSB joint venture as provided in 52.212-3(c) and 52.219-1(c) on an offer-by-offer basis in accordance with the authority of FAR 52.204-8(d) and 52.212-3(b);

M.3.5.6 NOTICE: As prescribed in the Federal Acquisition Regulation at 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will receive a neutral rating.

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M.3.6 FACTOR 3 TECHNICAL APPROACH AND RISK

M.3.6.1 To evaluate Factor 3, Subfactor 1 the Government will review only the spoken information presented in the Technical Approach and Risk, Understanding Scope presentation. If slides are submitted with the oral presentation, they WILL NOT BE EVALUATED for Technical Approach and Risk.

M.3.6.2 SUBFACTOR 1 Understanding Scope (ONLY Oral Presentation will be evaluated)

M.3.6.2.1 The Government will assess its degree of confidence in the Offeror's understanding of and capability to perform the elements identified in Section L.9.2.4.1 and demonstrate a clear understanding of the project scope and the particular risks associated with the project, including local conditions.

M.3.7 FACTOR 4 SCHEDULE (Written Material will be evaluated)

M.3.7.1 The Government will assess its degree of confidence in the Offeror's understanding of and capability to perform the elements identified in Sections L.9.2.5.1 and demonstrate a clear understanding of the project schedule.

M.3.7.2 The Government will evaluate the Offeror's schedule to ensure that it adequately and logically reflects the unique conditions and risks associated with the Project in order to meet the contract completion date.

M.3.8 FACTOR 5 CORPORATE EXPERIENCE

M.3.8.1 Offeror's Organization for the Project (ONLY Written Material will be evaluated)

The Government will evaluate the chains of responsibility and lines of communication are logical and efficient, and whether the organization is structured to successfully complete the Project.

M.4 EVALUATION OF PRICE

M.4.1 The Government will evaluate the information contained in Volume Two entitled "Business/Price/Offeror Information". Price proposals will be evaluated for price reasonableness based on the total price proposed for performance of the project as specified in Section B of this solicitation. Analysis shall be performed in accordance with Federal Acquisition Regulation 15.305(a)(1) and as described at 15.404-1(b).

M.5 BASIS OF AWARD/SELECTION CRITERIA

M.5.1 The Government anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposal conforms to the requirements of the solicitation and is determined to be the best value to the Government. In determining the best value, the evaluation factors are listed in descending order of importance, as follows: 1) Staffing Approach and Key Personnel, 2) Contractor Past Performance, 3) Technical Approach and Risk, 4) Schedule and 5) Corporate Experience. Staffing Approach and Key Personnel is more important than Contractor Past Performance, which is more important than Technical Approach and Risk, which is more important than Schedule, which is more important than Corporate Experience, which is more important than Price. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

M.5.2 Offerors receiving an Unsatisfactory rating for any of the five non-price factors identified above shall not be considered for award.

M.5.3 The five (5) non-price factors play a dominant role in the basis for award; however, an Offeror whose proposed prices are determined not to be fair and reasonable will not be awarded a contract regardless of the Government's evaluation of the non-price factors of the Offeror's proposal.

Part IV -- Representations and Instructions
SECTION M
EVALUATION FACTORS FOR AWARD
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M.5.4 The Contracting Officer may award a contract on the basis of initial proposals received, without discussions or any opportunity to make a further submission. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

M.5.5 Responsibility:

M.5.5.1 The offeror must be determined responsible according to the standards in FAR 9.104-1

M.5.5.2 Multiple Award / Concurrent Projects: Reference L.9.2.7.8, Evidence of Bonding Capability and L.9.2.2.2 Staffing Approach and Key Resumes. Offerors submitting proposals for more than one project within the same fiscal year, which reflect the same bonding evidence and capability and/or Project Personnel must show evidence of increased capability, ability of the personnel to handle multiple projects and or/ability to obtain the necessary bonding and qualified personnel prior to award of a second or subsequent contract. Required evidence shall include:

M.5.5.3 Proof of Bonding Capability (dated no more than ninety days before proposal submission date) for the awarded and pending awards;

M.5.5.4 List of all ongoing/concurrent construction work for prime contractor;

M.5.5.5 List of current project assignments for all proposed Project Personnel.

M.5.5.5.1 Resumes demonstrating qualifications equal to those required at Section/Paragraph L.9.2.2.2 for any proposed personnel identified to replace originally offered project personnel and the current/ongoing workload for those individuals.

M.6 JOINT VENTURE/SIGNED STATEMENT OF JV INTENT AND DESCRIPTION OF PARTNERSHIP

M.6.1 If the offeror is organized as a Joint Venture, NOAA will evaluate whether the roles and responsibilities of the JV parties have been adequately described, this includes identifying key personnel and from which organization. This factor is not applicable if there is no JV.

M.6.2 NOAA will evaluate the Offeror's team approach and project intent, organization, and management processes, considering: project approach; decision-making; communication within the team; communication and tracking of schedules and procurement.

M.6.3 Small Business Joint Ventures are reminded to submit their socioeconomic status as a small business joint venture or a SDVOSB joint venture as provided in 52.212-3(c) and 52.219-1(c) on an offer-by-offer basis in accordance with the authority of FAR 52.204-8(d) and 52.212-3(b);

M.7 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 "Instructions to Offerors - Competitive Acquisition" (included in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals without holding discussions, pursuant to FAR 15.306(a)(3). The Government intends to evaluate proposals and award a contract without discussions with offerors (other than discussions conducted for the purpose of minor clarification), however, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary, therefore each initial offer should contain the offeror's best terms from a price and technical standpoint.