

Home	Getting Started	General Info	Opportunities	Agencies	Privacy
------	-----------------	--------------	---------------	----------	---------

Buyers: [Login](#) | [Register](#) Vendors: [Login](#) | [Register](#) [Accessibility](#)



### \$103M Single Award Task Order Contract

**Solicitation Number: W912DR-14-R-0024**

Agency: Department of the Army  
Office: U.S. Army Corps of Engineers  
Location: USACE District, Baltimore

<b>Notice Details</b>	Packages	Interested Vendors List	Print	Link
-----------------------	----------	-------------------------	-------	------

#### Original Synopsis

Apr 03, 2014 5:18 pm

[Return To Opportunities List](#)

[Watch This Opportunity](#)


[Add Me To Interested Vendors](#)

**Solicitation Number:** W912DR-14-R-0024  
**Notice Type:** Presolicitation

**Synopsis:**  
Added: Apr 03, 2014 5:18 pm  
The Baltimore District Corps of Engineers, Real Property Services Field Office, issues this pre-solicitation notice for a Single Award Task Order Construction Contract for the Baltimore/Washington corridor, CONUS and Hawaii. The geographic area for this contract

#### ALL FILES

[Pre-Solicitation](#)

 Apr 03, 2014  
[W912DR-14-R-](#)

#### GENERAL INFORMATION

**Notice Type:** Presolicitation

**Posted Date:** April 3, 2014

**Response Date:** -

is anticipated to be primarily within the Baltimore/Washington corridor, but may be used throughout the Continental United States and Hawaii. This is a task order construction contract that will include both design-build and design-bid-build task orders. One contractor will be selected for award.

This proposed procurement is being solicited on an unrestricted basis. The NAICS Code is 236220 with a small business size standard of \$33,500,000.00. This procurement is being advertised as a Single Phase Request for Proposal (RFP). The resultant contract will be issued for a five year period. The total capacity for the contract will be \$103,000,000.00. A bid bond will be required in accordance with the terms and conditions of FAR 52.228-1 Bid Guarantee.

The scope of this contract encompasses a broad variety of construction projects for the Intelligence Community (IC) and other DoD organizations and other agencies, organizations, and branches of the U.S. Government and other customers within the

**Archiving Policy:**

Manual Archive

**Archive Date:**

-

**Original Set**

**Aside:**

N/A

**Set Aside:**

N/A

**Classification**

**Code:**

Y -- Construction of structures and facilities

**NAICS Code:**

236 -- Construction of Buildings/236220 -- Commercial and Institutional Building Construction

supported secure community. The customers (users) to be serviced by this contract will predominately belong to secure agencies. These types of customers have assets distributed throughout the continental United States and the world.

The type of work performed will be in both secure and non secure locations. Projects may include major and minor repair, modification, rehabilitation, alterations, design-build, and new fully designed construction projects. It may also include demolition; infrastructure projects; interior fit-up; architectural renovations, mechanical upgrades and repairs, electrical upgrades and repairs, major utility work (including power substation and chilled water plant with all associated duct bank construction), paving, roofing, Supervisory Control and Data Acquisition (SCADA) systems, site preparation, and all other activities associated with general and heavy construction. Other project may include communications systems, security systems, data systems infrastructure, Heating Cooling and Air

Condition systems, Counter-Terrorism, and Anti-Terrorism Force Protection construction, and Secret Compartmented Information Facilities (SCIF) construction. The contractor will be responsible for integrating, managing, and executing all aspects of all work related to each task order.

An active TOP SECRET Facility Clearance is required at the time the offer is due, at time of award, and throughout the life of the contract. In the event of a Joint Venture (JV), the clearance requirement will apply to the JV. This means that the entity identified in block 14 of the Standard Form 1442 must have the TOP SECRET Facility Site Clearance in that name along with the matching Cage Code. For example, if Company A and Company B forms a Joint Venture called Company AB, then Company AB must have an active TOP SECRET Facility Site Clearance. Even if both Company A and Company B each individually possess the clearance, unless Company AB possesses its own TOP SECRET Facility Site Clearance, the proposal will not be eligible for award.

An award will be made to the Offeror whose proposal is determined to be the best value to the Government considering both price and technical factors.

It is anticipated the solicitation will be posted on or around 17 April 2014 with proposals due around 16 May 2014.

The solicitation will be provided in an electronic format, free of charge, to all authenticated account holder of Federal Business Opportunities (FBO) System. To familiarize vendors with the system, please download the Vendor guide by logging into <https://www.FBO.gov>. Please note that all Corps of Engineers acquisitions are considered Sensitive, but unclassified documents, and require users to have a valid MPIN entered in the FBO system to access the package.

All contracting questions related to the

upcoming solicitation may be directed in writing to Nancy Kebe-Robinson via email at Nancy.Kebe-Robinson@usace.army.mil.

Please consult the list of [document viewers](#) if you cannot open a file.

**Pre-Solicitation**

**Type:** Other (Draft RFPs/RFIs, Responses to Questions, etc..)

**Posted Date:** April 3, 2014

[W912DR-14-R-0024 \\$103 SATOC-DRAFT SOLICITATION 2-APR...](#)

(429.11 Kb)

**Description:** Pre-Solicitation

**Contracting Office Address:**

10 South Howard Street  
Baltimore, Maryland 21203  
United States

**Place of Performance:**

Fort Meade, Maryland  
United States

**Primary Point of Contact.:**

Nancy Kebe-Robinson,  
Contract Specialist  
[nancy.kebe-robinson@usace.army.mil](mailto:nancy.kebe-robinson@usace.army.mil)

Phone: 410-854-0737

**Secondary Point of Contact:**

Carlen Capenos,  
Contracting Officer  
[carlen.capenos@usace.army.mil](mailto:carlen.capenos@usace.army.mil)

Phone: 410-854-0739

Fax: 410-854-0783

[Return To Opportunities List](#)

[Watch This Opportunity](#)

[Add Me To Interested Vendors](#)

[For Help: Federal Service Desk](#) [Accessibility](#)

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DR-14-R-0024	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 16-Apr-2014	PAGE OF PAGES 1 OF 95
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
-----------------	-------------------------------------	----------------

7. ISSUED BY USACE, BALTIMORE 10 SOUTH HOWARD STREET, ROOM 7000 BALTIMORE MD 21201  TEL: FAX:	CODE W912DR	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
--	----------------	--

9. FOR INFORMATION CALL:	A. NAME NANCY KEBE-ROBINSON	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 410-854-0737
--------------------------	--------------------------------	--

**SOLICITATION**

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

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

Indefinite Delivery/Indefinite Quantity (IDIQ), Single Award Task Order Contract (SATOC) for Design-Build, Design-Bid-Build Construction in support of projects generally located in the Baltimore-Washington corridor but also can be used throughout CONUS and Hawaii. The period of performance of the contract is five years from the date of award.

The maximum capacity for this contract is \$103,000,000.00. The minimum guarantee is \$5,000.00.

NAICS: 236220  
Size Standard: \$33.5M

A TOP SECRET FACILITY Site Clearance is required for the offeror named in block 14 at the time the offer is due, at the time of award and for the duration of the contract.

There will be no site visit for the sample task. Offerors may submit written "Requests for Information" (RFI) in writing to Nancy Kebe-Robinsons at nancy.kebe-robinson@usace.army.mil.

The last day to submit RFIs is 1 May 2014. RFIs should be submitted via the spreadsheet posted with the solicitation.

The required amount for a bid bond is \$103,000,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 1826 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See 52.211-10 \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
--	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM (hour) local time 16 May 2014 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

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



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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**
 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

 29. AWARD *(Contractor is not required to sign this document.)*

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Single Award Task Order Const. Contract FFP This is a five year Indefinite Delivery Indefinite Quantity (IDIQ) Single Award Task Order Construction Contract (SATOC) that encompasses a broad varieties of construction services. FOB: Destination	103,000,000	Dollars, U.S.		

---

MAX  
NET AMT

COEFFICIENT SCHEDULE

Chart A				
	Pre-Priced Line Items		Non-Pre-Priced Line Items	
	Design-Bid-Build (DBB)	Design-Build (DB)	Design-Bid-Build (DBB)	Design-Build (DB)
Non-Classified: \$0 to \$1M				
Non-Classified: >\$1M				
Classified: \$0 to \$1M				
Classified: >\$1M				

**CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE**

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$5,000.00	999.00	\$103,000,000.00

**DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE**

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$2,000.00	103,000,000.00	\$103,000,000.00

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

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

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	5 yrs. ADC	103,000,000	REAL PROPERTY SERVICES F.O. KEYSHA CUTTS-WASHINGTON 300 SENTINEL DRIVE STE 400 ANNAPOLIS JUNCTION MD 20701 443-654-7854 FOB: Destination	W912DR

Section 00100 - Bidding Schedule/Instructions to Bidders

PROPOSAL INSTRUCTIONS

**SECTION 00100**

**PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS**

1. OVERVIEW

1.1 This Request for Proposal (RFP) solicits for one Indefinite Delivery, Indefinite Quantity (IDIQ) Firm-Fixed Price Task Order Construction Contract for the Real Property Services Field Office (RSFO) of the Baltimore District Corps of Engineers. The resultant contract will be a five year contract with a maximum dollar value of \$103,000,000.00

1.2 The award will be an IDIQ contract that will be funded per task order. Task orders may be either Design-Build or Design-Bid-Build. The individual projects will be a variety of construction types from mechanical and electrical to new construction. The task orders will range in size and complexity from small to large and from non-complex to non-technical. Projects may be classified or unclassified. Funding may be either Military Construction funding (MILCON) or Operations and Maintenance (O&M) funding. Occasionally, there may be other types of funding that could be utilized if authorized for constructions projects. All task orders will be firm fixed priced task orders. The period of performance for the contract will be five years from the date of award. A TOP SECRET Facility Site Clearance is required for the awardee. The Offeror successful in obtaining this contract award will be that Offeror whose proposal represents the best value and is determined to provide the most benefit to the Government.

Further details regarding this project include the following: This contract is for a broad variety of major and minor repair, modification, renovations, rehabilitation, alterations, Design-Build, Design-Build-Build and new construction projects in a Secure Environment to include working in Sensitive Compartmented Information Facilities (SCIF) in support of customers in the Intelligence Community, Department of Defense organizations and other agencies that are supported by the Real Property Services Field Office or any Corps of Engineers District. The work is envisioned to also include very technical electrical work to include but not limited to server rooms, UPS, generators, redundant power, high volume office spaces, power whips and terminations, receptacles, panel breakers, grounding, under raised access floor, and technical mechanical work to include a variety of mechanical systems, server rooms, HVAC, SCADA and BMS tie-in. Further projects may include demolition; infrastructure; interior fit-up; communications, security, and counter terrorism (including weapons of mass destruction), and anti-terrorism/force protection (AT/FP) requirements. The prime contractor will be responsible for integrating, managing, and executing all aspects of the design, and construction ordered under this contract. The geographic area for this contract is anticipated to be for services primarily located within the Washington/Baltimore corridor, but may be used throughout the Continental United States (CONUS) and Hawaii. Work performed may be either in secure or non-secure sites.

The Contractor and RSFO will be required to respond rapidly to Government requirements with outstanding professionalism and top quality craftsmanship, without compromising safety standards, current mission requirements, and readiness. It is imperative that the Contractor provide a flexible and multi-disciplined work force. Work to be accomplished will be in areas where classified TOP SECRET operations are conducted. It is mandatory that the Contractor maintain a balanced work force of cleared TOP SECRET personnel to work in such areas. Also, it is mandatory that the prime contractor has and maintains an active TOP SECRET Facility Site Clearance for the life of the contract..

For Design-Build task orders, no separate task order or pricing proposal will be issued for design. The coefficient for that task order will be applied to the overall project that will include the cost for the design.

1.3 The purpose of these instructions are to establish a uniform evaluation procedure for the proposals by the Source Selection Evaluation Board (SSEB) and the development of the Best Value Decision by the Source Selection

Authority (SSA) using the Trade-Off Process (See Federal Acquisition Regulation 15.101-1). In as much as the proposal shall describe the capability of the Offeror to perform the resulting contract, the proposal shall be specific and complete in every detail as well as be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the contract.

1.4 For the purposes of this solicitation, the Government will utilize a single phase process.

## 2. GENERAL INSTRUCTIONS

2.1 Firms formally organized as design-build entities, design firms and/or construction contractors that have associated specifically for this project, consortia of firms, or any other interested parties may submit proposals. A design firm or construction contractor may offer more than one proposal by entering into more than one association. Associations may be joint ventures or include key team subcontractors. Any legally organized Offeror may submit a proposal.

2.2 Contractor Team Arrangements. Contractor Team Arrangements are considered an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. In accordance with FAR Subpart 9.6, the Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the offer. The Offeror shall identify the major or critical aspects of the requirement to be performed by those identified in the Contractor Team Arrangement. The submission must contain a narrative that clearly explains the relevance to a particular factor of information concerning a company that is part of a Contractor Team Arrangement. The Government will consider the adequacy of this explanation in deciding the relevance of the information to this procurement. The teaming agreements shall be provided and submitted in Tab G of Binder 2. Failure to submit a valid teaming agreement shall render an offer technically unacceptable.

2.3 If applicable, the Offeror shall submit evidence from the Offeror's SBA Servicing Agency that the Offeror has notified and discussed the proposed joint venture for this project with the appropriate SBA personnel.

2.4 Information submitted about any company other than the Offeror, whether a predecessor company, affiliated company, subsidiary (including wholly owned subsidiaries), subcontractors that will perform major or critical aspects of this requirement, or other associated business, will not be evaluated for any factor unless the proposal contains a detailed narrative explaining why this submitted information is relevant to this acquisition. The Government will consider the adequacy of this explanation in deciding the relevance and weight of the information to this procurement. Information about subcontractors may not be given much weight unless the proposal contains evidence that the subcontractor is committed to perform the work. If information about a subcontractor is properly submitted and given weight during the evaluation, the expectation is that this subcontractor will perform this work. Before utilizing another subcontractor for this work, the Government must consent.

**2.5 SPECIAL NOTE: This contract requires the firm to possess, at the time of proposal and the time of award, an active TOP SECRET Facility Site Clearance. This requirement is mandatory for the exact entity submitting the proposal. This means that the entity identified in block 14 of the Standard Form 1442 must have the TOP SECRET Facility Site Clearance in that name along with the matching Cage Code. For example, if Company A and Company B form a Joint Venture called Company AB, then Company AB must have an active TOP SECRET Facility Site Clearance. Even if both Company A and Company B each individually possess the clearance, unless Company AB possesses its own TOP SECRET Facility Site Clearance, the proposal will not be eligible for award.**

2.6 It is the intent of the Government to disqualify any proposal that, at the time of proposal and the time of award, does not possess an active TOP SECRET Facility Site Clearance immediately and not further evaluate it.

2.7 Offerors shall submit their proposal to the address shown in Block 7 of Standard Form 1442.

2.8 Proposals are due no later than the time and date specified in Block 13 of Standard Form 1442.

### 3. GENERAL PROPOSAL FORMAT:

3.1 Title Page. Include the title of the solicitation, solicitation number, Offeror name, and date of the submittal.

3.2 Table of Contents. Each binder of the proposal shall contain a detailed table of contents. The complete table of contents shall be included in each binder.

3.3 Printed Matter Submissions. Written material shall be on 8 ½ x 11 inch paper printed in no less than a 10 point font. For organization charts or schedules, a folded 11" x 17" format may be used. The page count is at the discretion of the contractor. However, it is anticipated this should be approximately 40 - 50 pages in total.

3.4 Binders. Proposals shall be submitted in tabbed, three ring binders.

3.5 Number of Copies. Offerors shall submit the following:

Binder 1: (Technical Proposal) an original and five copies

Binder 2: (Small Business Participation Plan) an original and three copies

Binder 3: (Price Proposal/Sample Project Pricing/Solicitation Information) an original and three copies

3.6 Proposals shall be marked:

Date of Closing: 16 May 2014

Time of Closing: 11 a.m.

Solicitation RFP: W912DR-14-R-0024

3.7 Electronic Submission. In addition to the hard copies required in paragraph 3.5, all Offerors shall submit their proposal on a CD-ROM. Written portions of the proposal shall be in MS Word or Adobe Acrobat PDF format. The electronic version shall be either a single file tabbed in the same order as the hard copy or multiple files hyperlinked to a single table of contents. Any portion of the proposal not available in electronic format, i.e. cut sheets, if applicable, should be scanned in Adobe Acrobat PDF format, thus making it available electronically. The CD-ROM must be clearly labeled by solicitation number, project name, installation, and Offeror's name. The CD-ROM shall be marked with a label stating "Unclassified//Controlled Unclassified Info." In the event of any conflict between the electronic submission and the hard copy submission, the hard copy submission will govern and will be the material upon which the Government bases its evaluation and ultimately, its decision. Electronic media may be submitted in an un-editable format.

3.8 The proposal shall be organized and tabbed as follows:

#### **Binder 1 (Technical Proposal):**

**TAB A:** Teaming Agreement(s), if applicable. See paragraph 2.2. Note to 8(a) companies — The Small Business Administration (SBA) must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture. See paragraph 2.3.

**TAB B:** Factor 1 Past Performance in Task Order Construction Contracts

**TAB C:** Factor 2 Work Plan

**TAB D:** Factor 3 Sample Project Narrative (**Do not include pricing in this binder**)

#### **Binder 2 (Small Business):**

**TAB E:** Factor 4 Small Business Participation Plan

**TAB F:** Subcontracting Plan (required for large businesses only).

**Binder 3 (Price Schedule/Solicitation Information):**

The CD with the electronic submissions should be included in this binder.

**TAB G:** Standard Form 1442 completed and signed by authorized individual(s) of the Offeror. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

**TAB H:** Bid Bond. The bonding requirement for this contract is as following. Performance and Payment Bonds will be issued per task order and may range from \$2,000 to \$103,000,000. To determine the required amount for a Bid Bond, the full value of the contract, \$103,000,000 will be used as the bid price. Bid Bonds are required in the amount of 20 percent of the bid price or \$3,000,000.00, whichever is less.

**TAB I:** Memo identifying the Cage Code for the Prime Contractor to verify the TOP SECRET Facility Site Clearance.

**TAB J:** Certificate of Corporate Principal/Authority.

Sample: CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the proposal or signed contract if the Offeror is a corporation.)

CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as bidder/Offeror therein, that \_\_\_\_\_, who signed this bid/proposal on behalf of the bidder/Offeror, was then \_\_\_\_\_ of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: \_\_\_\_\_(Corporate Seal)  
(Signature)

\_\_\_\_\_  
(Typed Name of Corporation)

**TAB K:** Compliance Statement. The Offeror is required to **sign** and certify that all items submitted in the proposal comply with the RFP requirements and any differences, deviations or exceptions must be stated and explained in this section.

Offerors are required to complete the statement and submit it with their proposal in TAB K of Binder 3. Even if there are no differences, deviations or exceptions, the Offeror must submit the **signed** Compliance Statement stating that no differences, deviations or exceptions exist.

Sample: Statement of Compliance: This Offeror hereby certifies this proposal is in compliance with the solicitation and its requirements. There are no exceptions, deviations or differences.

**TAB L:** FACTOR 5 Coefficient Schedule (Price Schedule)

**TAB M:** FACTOR 5 Sample Project Price Schedule to include RS Means line item breakdown

4. EVALUATION RATINGS



4.1 Proposal Ratings: Factors 1, 2, 3, and 4 will be adjectivally rated. Offerors submitting proposals for this project should limit submissions to data essential for the evaluation of proposals.

See paragraph 6 below for a discussion of the evaluation criteria applicable to these factors.

4.2 Technical Rating Definitions.

The following combined technical/risk rating definitions will be utilized in the evaluation of Factors 2, 3, and 4.

TABLE 1 – COMBINED TECHNICAL/RISK RATINGS		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

4.3 Past Performance Assessment Definitions. Factor 1 will be evaluated using the following Performance Confidence Assessments:

<u>RATING</u>	<u>DESCRIPTION</u>
Substantial Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

Unknown Confidence (Neutral) No recent/relevant performance record is available or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

See Section 6. “Evaluation Criteria,” 6.2 for guidance on the Unknown Confidence (Neutral) rating.

Past Performance shall also be rated in accordance with the relevancy of the past performance. The following will be used for Factor 1:

<u>RATING</u>	<u>DESCRIPTION</u>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

5. SUBMISSION REQUIREMENTS

For purposes of this RFP, an “Offeror” may include a group of two or more entities that have formed a “contractor team arrangement,” as that term is defined in the Federal Acquisition Regulation, Section 9.601. In the case of entities that have formed a contractor team arrangement, the experience and performance history of any member of the team, whether or not gained while working with the other member(s) of the currently-proposed contractor team arrangement, may be considered as a part of the evaluation of the Offeror’s proposal.

In the case of contractor team arrangements involving a prime contractor and subcontractor(s), where the prime contractor submits the proposal in response to this RFP, the prime contractor must have completed at least three of the total number of projects/contract submitted for Factor 1 for consideration in response to the past performance requirements of this RFP.

An Offeror that relies upon the performance history of a member or members of a proposed contractor team arrangement will be expected to maintain that arrangement during performance of any contract awarded to that Offeror under this RFP. As a part of their proposal, the Offeror must provide a contractor team agreement signed by all parties, identifying the legal name(s) of all entities and describing the nature of each entity’s relationship (teaming/partnering, joint venture, etc.) and its role on this project. Past Performance information will not be considered without the teaming arrangements. In the case of joint ventures, at least one project/contract shall be submitted from each member to demonstrate past experience and past performance. This documentation shall be provided in Binder 1 of the Offeror's proposal.

5.1 FACTOR 1: PAST PERFORMANCE OF TASK ORDER CONSTRUCTION CONTRACTS:

The Offeror shall provide information that demonstrates the Offeror’s past performance with task order construction contracts. The Government is looking for both an overall performance evaluation on the basic contract as well as individual performance evaluations on the task orders. This should include both design-build and design-bid-build experiences. The Offeror should provide information on a minimum of three and a maximum of five task order construction contracts that have had a performance period within the past six years from the date of the original issuance of this solicitation. At least three of the submitted projects must document the prime contractor’s

experience. The remaining projects may come from other members of the contractor team arrangement, as defined above. All experiences should be submitted from construction contracts and not Architecture-Engineer contracts.

Information shall include: the contract number, the contracting agency, contact information for each contract, overall capacity of the contract. Additionally, for each contract provide a matrix that includes: all task orders issued, the description of all projects, dollar value of the initial task order, dollar value of completed task order, period of performance of each task order (or date) and actual period of performance completion (or date). Offerors may use the form entitled "TASK ORDER BASE CONTRACTS" (Attachment A) if desired for the base contract. Offerors may use the form entitled "TASK ORDER MATRIX" (Attachment B) if desired for the task order matrix. These formats are highly encouraged.

The Offeror shall describe their past use of and experience with using RS Means (or similar) pricing methods for task orders. The Offeror may also describe alternative pricing methods in IDIQ type construction contracts. The purpose of this inclusion is to give the Government information on the Offerors' familiarity with Means (or similar) based pricing for assurance that the Offeror understands how to properly bid pre-priced and non-pre-priced line items.

Similar contracts may include those that include task orders issued for construction projects in a variety of sizes, a variety of construction disciplines, varying degrees of technical complexity and both design-bid-build type task orders as well as design-build task orders. The Offeror may submit other types of projects, but must explain the relevancy of those projects to the project that is being solicited in this RFP.

Project should demonstrate a variety of construction types and methods to assist in evaluating the Offeror's ability and approach to perform work, as described in the Statement of Work, including:

- Security Systems;
- Anti-Terrorism/Force Protection (AT/FP) features
- Electrical systems repair, construction or replacement
- Fire protection, Sprinkler, and alarm systems repair, construction or replacement
- Utility Infrastructure and Systems repair, construction or replacement
- Sensitive Compartmented Information Facilities (SCIF) with Electro Magnetic Radiation (EMR) shielding
- Supervisory Control and Data (SCADA) and Energy Management System (EMS)
- Communications infrastructure or support facilities
- Structural, Mechanical, Electrical, and foundation systems repair, construction, or replacement
- Renovations, HVAC upgrades, Paving, Fencing.

The Offeror shall provide the performance evaluations for the submitted projects that demonstrate the Offeror's performance on recent and relevant projects. The Offeror shall provide formal performance evaluation if available. Formal performance evaluations are those similar to the Department of Defense Performance Evaluation (Construction) Form DD 2626. The Government's preference is the formal evaluation. If the formal evaluation is included, a Past Performance Questionnaire (PPQ) is NOT required or desired.

If a formal evaluation is unavailable, the Offeror shall obtain the information using the form entitled, "NAVFAC/USACE Past Performance Questionnaire" included (Attachment C). The Past Performance Questionnaire included in the solicitation is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 1, Past Performance of Relevant Projects. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Nancy Kebe-Robinson via email at [Nancy.Kebe-](mailto:Nancy.Kebe-)

[Robinson@usace.army.mil](mailto:Robinson@usace.army.mil) prior to proposal closing date. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Offerors may use previously completed PPQs and do not need to have one completed specifically for this project but must include it as a hardcopy.

Offerors may include performance recognition documents received within the last six years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

## 5.2 FACTOR 2: WORK PLAN

To facilitate evaluation, the Offeror should organize the submitted material sequentially under tabs. Submit this information in the form of narratives and an organization chart.

**5.2.1 Contract Team Organization:** This contract may involve a wide variety of construction projects. The Offeror shall identify the construction portion the Offeror intends to self perform and the items to be subcontracted, discuss its overall organizational structure to manage multiple task orders with concurrent periods of performance. This section shall discuss how the team will be organized to execute task orders throughout the life of this contract.

The narrative shall state why your team is uniquely qualified to undertake this contract, its approach to design and construction as well as construction only projects and working with the customer(s) during construction.

Describe the principle firms involved and their responsibilities. Identify the team members. All disciplines shall be led by an experienced professional registered in the discipline (if professional registration is available). The Offeror shall submit documentation as to the availability of Key Personnel that indicates each individual's current assignment and the Offeror's plan to ensure that the named personnel will be used on this contract; however, if the named person isn't available upon award, a person with the same or better qualifications shall be proposed for approval by the Contracting Officer.

**5.2.2 Design Team:** This contract may involve a wide variety of construction projects, some of which will be executed in a Design-Build method. This section shall discuss how design will be managed and executed throughout the life of this contract. Multiple design firms may be necessary. The names of the design firms shall be included with teaming arrangements if applicable. The qualifications of the design teams shall be provided. The narrative shall state why your design team(s) is uniquely qualified to undertake this contract, its approach to sustainable design and process of working with the customer(s) during the design phase.

**5.2.3 Key Personnel:** Identify key personnel. All Key Personnel must have a current TOP SECRET security clearance at the time of proposal and award. Key Personnel shall include at minimum: Overall Contract Manager, two Construction Project Managers, two Construction Superintendents, two Estimators, Contract Safety Manager, Contract Quality Control Officer, Architect, Civil Engineer, Mechanical Engineer, Electrical Engineer, Fire Protection Engineer. Resumes shall be provided and should at a minimum include the following:

1. Title for this project
2. Number of years with this firm and with other firms

3. Number of years in this position or role
4. Specialization
5. Professional Registration (Type and State Registration)
6. Personnel's specific experience and qualifications relevant to this project

5.2.4 Quality Management Control System: The Offeror shall describe how they intend to manage quality throughout the contract. Discuss quality management methods proposed throughout the design and construction process. Discuss how you will implement the USACE Three Phase Quality Control Program.

5.2.5 Safety. The Offeror shall discuss how they intend to manage and execute their Safety program for the contract and each task order. Discuss how your program implements and/or adheres to EM 385-1-1.

5.2.6 Organization Chart: The proposed organizational chart shall identify the members or entities of the organization and show the lines of authority and communication of all members of the design and construction entities.

5.2.7 Schedule: The Offeror shall describe how it will manage multiple task orders with concurrent periods of performance. In relation to scheduling, both overall and per task order.

The Offeror must discuss its scheduling capabilities and procedures to be used for this contract, which must include schedule updates, incorporating modifications into the schedule, and other steps to be taken to maintain the individual task order schedules.

### 5.3 FACTOR 3: SAMPLE PROJECT NARRATIVE

The Offeror shall provide a "proposal" to the Sample project. The "Request for Proposal" for this Sample project is included at Attachment D, entitled "Sample Project Request for Proposal." **The Sample project price (to include the RS Means line items) for the project shall be submitted in Binder 3 (Price).**

The Offeror shall submit a detailed narrative on their technical approach, sequence of work, and other management aspects of the sample project in Attachment D. The narrative must be a comprehensive, start-to-finish discussion on the significant features of this work that is the subject of this RFP. Offerors are encouraged to elaborate on other features of the work that are considered relevant. The Offeror will submit an organization chart identifying the proposed team that will execute this project.

The Offeror must describe in detail how it will initiate the project; include discussions on important early activities, such as pre-work submittals, site organization, temporary facilities, material delivery, and etc. The Offeror must describe and discuss its plan to sequence and manage important activities. The Offeror must discuss its scheduling capabilities and procedures to be used for this project, which must include type of scheduling software proposed and background of Lead Scheduler; schedule updates, incorporating modifications into the schedule; and other steps to be taken to maintain the completion date. **The Offeror also must include a discussion of the potential high-risk features of the work that may adversely impact the completion date and the Offeror's plan to mitigate those high-risk features.**

### 5.4 FACTOR 4: SMALL BUSINESS

SMALL BUSINESS PARTICIPATION PLAN (required for all Offerors): All Offerors (both large and small businesses) will be evaluated on the level of proposed participation of U.S. Small Businesses in the performance of this acquisition relative to the objectives and goals established herein. The Offeror should articulate how small businesses will participate through performance as a Small Business prime Offeror and/or through Small Business subcontracting. The Government will evaluate:

- a. The extent to which such firms, as defined in [FAR Part 19](#), are specifically identified in proposals;

- b. The extent of commitment to use such firms (enforceable commitments will be considered more favorably than non-enforceable ones). Provide documentation regarding enforceable commitments i.e. mentor protégés, joint ventures, subcontracting or partnership letters of commitment(s), etc to utilize any Small Business category, as defined in FAR Part 19, as subcontractors. The SBEB must be able to verify enforceable commitments;
- c. Identification of the complexity and variety of the work small firms are to perform;
- d. The extent of participation of prime Offerors and Small Business subcontractors in terms of the percentage of the value of the total acquisition;
- e. The extent to which the Offeror meets or exceeds the goals. These goals are a percentage of the total contract value. The goals for this procurement are:

Small Business:	<i>{40%}</i> of the total contract value;
Small Disadvantaged Businesses to include 8(a):	<i>{12%}</i> of the total contract value;
Woman-Owned Small Business (WOSB):	<i>{15%}</i> of the total contract value;
Historically Underutilized Business Zone (HUBZone) SB:	<i>{5%}</i> of the total contract value;
Veteran Owned Small Business (VOSB):	<i>{10%}</i> of the total contract value;
Service Disabled Veteran Owned Small Business (SDVOSB):	<i>{10%}</i> of the total contract value.

\*Historically Black Colleges and Universities and Minority Institutions (HBCU/MI) *{1%}*.

\*The HBCU goal is an aspirational goal. Offerors who aren't able to comply will not be negatively evaluated).

(**Note**, a participation plan that reflects *{14%}* of the contract value for WOSB would also count towards the overall Small Business Goal; and percentages for SDVOSB also count towards VOSB).

The SBEB must be able to verify that each percentage is based on the value of the total acquisition. Offerors should assume the total value of the contract capacity will be issued when calculating their goals and dollar values.

Those plans containing greater detail and specificity will be given greater credit than general statements and commitments.

#### **Small Business Participation Proposal Format**

All Offerors (**both large and Small Businesses**) are required to complete a Small Business Participation Proposal.

Offerors should propose the level of participation of Small Businesses (as a Small Business prime and/or Small Business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area.

(a) Check the applicable size and categories for the **PRIME** Offeror only -- Check all applicable boxes:

- Large Prime
- Historically Black Colleges or Universities and Minority Institutions (HBCU) or
- Small Business Prime; also categorized as a
- Small Disadvantaged Business (SDB)
- Woman-Owned Small Business (WOSB)
- Historically Underutilized Business Zone (HUB Zone) Small Business
- Veteran Owned Small Business (VOSB)
- Service Disabled Veteran Owned Small Business (SDVOSB)

(b) Submit the total combined percentage of work to be performed by both large and Small Businesses (include the percentage of work to be performed both by Prime and Subcontractors):

**Example:** If Prime proposes a price of \$1,000,000 (including all options), and Small Business(es) will provide \$250,000 in services/supplies as a prime or subcontractor, the % planned for small businesses is 25%; and 75% for large business equaling 100%.

Total Percentage planned for Large Business(es) \_\_\_\_\_% = \$ \_\_\_\_\_

Total Percentage planned for Small Business(es) \_\_\_\_\_% = \$ \_\_\_\_\_

100% = \$ \_\_\_\_\_

**(c) Please indicate the total percentage of participation to be performed by each type of subcategory small business. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:**

**Example:** Victory Prop Mgt (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HUBZone and WOSB) performing 3%. Results equate to: SDB 3%; HUBZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;). SDVOSBs are also VOSBs automatically; however VOSBs are not automatically SDVOSBs.

Small Disadvantaged Business	_____ % = \$ _____
HUB Zone Small Business	_____ % = \$ _____
Woman Owned Small Business	_____ % = \$ _____
Service Disabled Veteran Owned SB	_____ % = \$ _____
Veteran Owned Small Business	_____ % = \$ _____
HBCU/MI	_____ % = \$ _____

Detailed explanations must be provided when the percentages fall short of the participation goal listed within the RFP. The Government does not recognize zero percent as a goal. However, if zero percent goals are submitted they must be supported with a detailed explanation and/or a mitigation plan to address how the Offeror will achieve participation where zero goals are cited. If the Offeror does not submit a detailed rationale/explanation, the zero percentage will be evaluated as a weakness. **All percentages should use the value of the total acquisition as a baseline.** The SBEB must be able to verify that each percentage is based on the value of the total acquisition.

*The Government must be able to verify that each percentage is based on the value of the total acquisition.*

**(d) List principal supplies/services to be performed by Small Businesses:**

Example: If a Small Business qualifies also as a WOSB and a SDVOSB, you can add them to each category below in which they qualify.

Name of Company	Identify Type of Service/Supply
Small Business (SB):	
_____	_____
_____	_____
Small Disadvantaged Business (SDB):	
_____	_____
_____	_____
Women-Owned Small Business (WOSB):	
_____	_____
_____	_____
Historically Underutilized Business Zone (HUB Zone):	
_____	_____
_____	_____
Veteran Owned Small Business (VOSB):	
_____	_____
_____	_____
Service Disabled Veteran Owned Small Business (SDVO):	
_____	_____
_____	_____
Historically Black Colleges and Universities and Minority Institutions (HBCU/MI):	
_____	_____
_____	_____
_____	_____

(e) Describe the extent of commitment to use small businesses (for example, what types of commitments if any are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.). Provide documentation regarding enforceable commitments to utilize any Small Business category, as defined in FAR Part 19, as subcontractors. Documentation validating business relationships described must be submitted. Demonstrating proof of enforceable commitments is to be weighted more heavily than non-enforceable ones.

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

**Additional Important Note for Other than U.S. Small Businesses ONLY (i.e. Large Businesses).**

A Small Business Subcontracting Plan is required ([FAR 52.219-9](#))

Separate from Small Business Participation Plan, **other than U.S. Small Business Offerors, must also submit a subcontracting plan** (Section 3.8, TAB E) meeting the requirements of [FAR 52.219-9](#) and [DFARS 252.219-7003](#) (or [DFARS 252.219-7004](#) if the Offeror has a comprehensive subcontracting plan). Other than U.S. Small Businesses must submit acceptable subcontracting plans to be eligible for award. Submission of a subcontracting plan is required under separate “tab” within the SBPP. Although submission of a subcontracting plan is required to be submitted, only subcontracting plans from the apparently successful Offerors will be evaluated prior to award in accordance with FAR 19.702(a)(1).



Offerors must ensure that all information requested by the RFP in support of the SBPP evaluation factor is within the participation plan, as the SBEB will not look to obtain information to support your SBPP within the Subcontracting Plan. Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan.

5.5 FACTOR 5: PRICE: All Offerors will fill in the price (coefficient) schedule. The price (coefficient) schedule is made up of the coefficients for the following breakdown of task orders. The Scope of Work, included in the solicitation, contains information as to what is included in the coefficient. This is located in paragraph 2.0 of Section 00010.

<b>Chart A (Price (Coefficient) Schedule)</b>				
	Pre-Priced Line Items		Non-Pre-Priced Line Items	
	Design-Bid-Build (DBB)	Design-Build (DB)	Design-Bid-Build (DBB)	Design-Build (DB)
Non-Classified: \$0 to \$1M				
Non-Classified: >\$1M				
Classified: \$0 to \$1M				
Classified: >\$1M				

The historical number of task orders issued annually is estimated at fourteen. The average dollar value is estimated at \$731,000.00. The Government estimates the following percentages for each type of task order based in historical usage:

Chart B

<b>Chart B (Estimated Percentages of Use by type of Task Order)</b>		
	Design-Bid-Build (DBB)	Design-Build (DB)
Non-Classified: \$0 to \$1M	10%	15%
Non-Classified: >\$1M	25%	30%
Classified: \$0 to \$1M	2%	5%
Classified: >\$1M	3%	10%

Note: Non-pre-priced line items may not exceed 10% on any task order.

Sample Task: The Sample task for this solicitation shall be priced utilizing RS Means and submitted in accordance with the proposal instructions as supplied in the Sample task and as is required by the scope of work for this solicitation.

Architect-Engineer Pricing Schedule. Note: these rates will only be used if a modification to the design is required that is outside the Division 1 deliverables. Design fees in the task orders will be compensated through the Design-Build coefficient and fees will not be negotiated separately.

<b>Discipline</b>	<b>Hourly Rate (\$)</b>
Project Manager	
Architect	
Mechanical Engineer	

Electrical Engineer	
Structural Engineer	
Civil Engineer	
Sanitary Engineer	
Landscape Architect	
Surveyor	
2-man Survey Crew	
Environmental Engineer	
Industrial Hygienist	
Fire Protection Engineer	
Geotechnical Engineer	
Plumbing Engineer	
Power Engineer (High Voltage)	
Estimator	
HVAC Controls Engineer	
Scheduler	
Security Engineer	
Security Specialist	
Safety Engineer	
Certified LEED Professional	
Interior Designer	
Systems Furniture Designer	
<b>Fixed Costs</b>	
Reproduction Copies: 30x42	
Reproduction Copies: 8.5x11	
Reproduction Copies: 11x17	
*Rates shall be fully loaded to include OH and Profit	

6. EVALUATION CRITERIA

6.1 FACTOR 1: PAST PERFORMANCE IN TASK ORDER CONSTRUCTION CONTRACTS: Past performance will be rated in terms of how likely there is a performance risk to the Government; that is, high confidence performance ratings will be taken as indicators of a low risk that the Offeror will successfully perform the work. The more relevant a proposed project is, the more weight it will be given in the overall confidence assessment rating. If an Offeror has no record of relevant past performance, or if information on the Offeror’s past performance is not available, the Offeror must state that fact. That Offeror may be rated as Unknown Confidence/ Neutral. As stated in FAR 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 not be evaluated favorably or unfavorably on past performance.

6.2 FACTOR 2: WORK PLAN: The Offeror will be rated on an adjectival basis. To achieve an “acceptable” the Offeror will submit the information listed in paragraph 5.3 that demonstrates a sound approach capable of meeting all requirements and objectives.

6.3 FACTOR 3: SAMPLE PROJECT NARRATIVE: The Offeror will be rated on an adjectival basis. To achieve and “acceptable” the Offeror must demonstrate a sound approach to how they prepare the proposal for the Sample project and a sound approach to how they would design and construct the project. Note: the price of the proposal and how the RS Means line items were selected and utilized will be rated in Factor 5.

6.4 FACTOR 4: SMALL BUSINESS

SMALL BUSINESS PARTICIPATION PLAN: (required for all Offerors): The Offeror will be rated on an adjectival basis. All Offerors (both large and small businesses) will be evaluated on the level of proposed participation of small businesses in the performance of acquisition (as small business prime Offerors or small business subcontractors) relative to the objectives and goals established herein. The Government will evaluate:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b. The extent of commitment to use such firms (enforceable commitments will be considered more favorably than non-enforceable ones); Provide documentation regarding enforceable commitments i.e., mentor protégés, joint ventures, subcontracting or partnership letters of commitment(s), etc to utilize any Small Business category, as defined in FAR Part 19, as subcontractors. The SBEB must be able to verify enforceable commitments;
- c. Identification of the complexity and variety of the work small firms are to perform;
- d. The extent of participation of small business prime Offerors and small business subcontractors in terms of the percentage of the **value of the total acquisition**;
- e. The extent to which the Offeror meets or exceeds the goals. These goals are a percentage of the total contract value. The goals for this procurement are:

Small Business:	40%
Small Disadvantaged Businesses to include 8(a):	12%
Woman-Owned Small Business:	15%
Historically Underutilized Business Zone (HUBZone) SB:	5%
Veteran Owned Small Business:	10%
Service Disabled Veteran Owned Small Business:	10%
*HBCU/MI	1%

\*The HBCU goal is an aspirational goal. Offerors who aren’t able to comply will not be negatively evaluated. Those plans containing greater detail and specificity will be given greater credit than general statements and commitments.

6.5 FACTOR 5: PRICE:

Price Analysis: The process of examining and evaluating an Offeror’s proposed price to determine if it is fair and reasonable, without evaluating its separate cost elements and proposed profit/fee will be conducted in accordance with FAR Part 15. Price analysis may involve comparison with other prices; e.g., comparing an Offeror’s proposed price with the proposed prices of competing Offerors or with previously proposed prices for the same or similar items; and/or any of the price analysis techniques specified in FAR part 15.404-1(b)(2). Price analysis, as described in this section, may be applied to each of the 16 coefficients prior to aggregating into the overall coefficient as described in the following paragraph. The Government may also analyze the offered coefficients to address situations where very low coefficients indicate the Offeror did not understand the solicitation requirements and/or the Offeror’s low pricing imposes other performance or other schedule risks on the Government to include the risk of delayed or protracted negotiations of future task orders. The Government will also analyze whether an Offeror’s proposed low coefficients will not actually result in lower prices for future task order proposals to the Government.

The latter issue will largely be addressed by evaluation of the Sample project pricing as discussed at the end of this section. A determination by the Government that an Offeror's coefficients are unreasonable may make the proposal ineligible for award.

The Government intends to utilize the following process to evaluate the price coefficients. The Government will take the Offerors schedule of coefficients from Chart A and multiple them by the percentage estimated in Chart C.

These numbers will then be added together for one overall coefficient that makes up a weighted average of all 16 coefficients. This weighted average will be used as a basis of the overall price evaluation of each Offeror's coefficients. If awarded this contract, the proposed coefficients in Chart A will be the contractual coefficients and not the weighted average. Coefficients will also be analyzed for reasonableness to include offering balanced coefficients. In accordance with FAR 15.404-1(g), unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated. The Government will analyze each Offeror's coefficient matrix to determine if any of the offered coefficients are unbalanced using price analysis techniques as described in the preceding paragraph. If the Government determines that an offer is unbalanced, the contracting officer will consider the risk to the Government imposed by this offer in accordance with FAR 15.404-1(g)(2). The Government may reject a proposal that contains an unbalanced coefficient scheme which poses an unacceptable risk to the Government.

The following is an example of the analysis to reach the weighted average coefficient. Note: These coefficients are for demonstration only and are not an indication of the Government Estimate or existing rates on current contracts.

Chart C (Chart B with 90% of Pre-Priced and 10% for Non-Pre-Priced Items)				
	Pre-Priced Line Items		Non-Pre-Priced Line Items	
	Design-Bid-Build (DBB)	Design-Build (DB)	Design-Bid-Build (DBB)	Design-Build (DB)
Non-Classified: \$0 to \$1M	9.00%	13.50%	1.00%	1.50%
Non-Classified: >\$1M	22.50%	27.00%	2.50%	3.00%
Classified: \$0 to \$1M	1.80%	4.50%	0.20%	0.50%
Classified: >\$1M	2.70%	9.00%	0.30%	1.00%

Sample Coefficients (Sample Chart A)				
	Pre-Priced Line Items		Non-Pre-Priced Line Items	
	Design-Bid-Build (DBB)	Design-Build (DB)	Design-Bid-Build (DBB)	Design-Build (DB)
Non-Classified: \$0 to \$1M	0.98	1.20	1.10	1.22
Non-Classified: \$1M	1.00	1.25	1.15	1.25
Classified: \$0 to \$1M	1.15	1.35	1.18	1.25
Classified: >\$1M	1.10	1.30	1.12	1.28

Chart D (Chart C times Sample Chart A)				
	Pre-Priced Line Items		Non-Pre-Priced Line Items	
	Design-Bid-Build (DBB)	Design-Build (DB)	Design-Bid-Build (DBB)	Design-Build (DB)
Non-Classified: \$0 to \$1M	0.0882	0.1620	0.0110	0.0183
Non-Classified: >\$1M	0.2250	0.3375	0.0288	0.0375
Classified: \$0 to \$1M	0.0207	0.0608	0.0024	0.0063
Classified: >\$1M	0.0297	0.1170	0.0034	0.0128

The Weighted Average (by adding together all blocks above) would be 1.1614.

The Sample project will be analyzed for Price Reasonableness. Price analysis may involve comparison with other prices; e.g., comparing an Offeror's proposed price with the Independent Government Estimate, proposed prices of competing Offerors or with previously proposed prices for the same or similar items. The Sample project pricing will be evaluated for content to ensure all aspects of the work are included in the proposed price and are properly priced using the RS Means and the Offeror's applicable coefficient. An important function of the Sample project

price analysis is to ensure that each Offerors’ proposed coefficient pricing produces a corresponding final project price, such that the analysis of the coefficients is a reasonable basis for evaluating the relative costs of the proposals. As a result, the Sample task pricing provides evidence of the price realism of an Offerors’ coefficients and an Offeror’s low coefficients which do not produce a corresponding low Sample task project price will be impact the trade-off analysis of the Offeror’s price and technical ratings described in section 7.

The Architect-Engineer hourly rates will be analyzed for Price Reasonableness. Price analysis may involve comparison with other prices; e.g., comparing an offeror’s proposed price with the Independent Government Estimate (IGE), proposes prices of competing Offerors or with previously proposed prices for the same or similar items. These rates will be used in the trade-off analysis of the Offeror’s price and technical ratings as described in Section 7.

7. EVALUATION PROCEDURE

7.1 Source Selection Evaluation Board: The Source Selection Evaluation Board (SSEB) will review all prepared reports. The SSEB will conduct a review of the Technical Evaluation Board (TEB) and the Price Evaluation Boards (PEB) evaluations of proposals against the solicitation requirements and the approved evaluation criteria to ensure an equitable, impartial, and comprehensive evaluation against the solicitation requirements. The SSEB does not compare proposals against each other. The fundamental responsibility of the SSEB is to provide the Source Selection Authority with information to make an informed and reasoned selection. The SSEB will therefore prepare a summary report containing adjectival assessments for each factor and their supporting rationale and brief the Source Selection Advisory Council (SSAC). The SSAC will prepare a report and brief the SSA and prepare any necessary items for discussion.

7.2 Ratings on individual factors, to include all supporting documentation, will be provided to the Source Selection Authority. The Source Selection Authority, independently exercising prudent business judgment, will determine the Offeror that proposed the best offer to the Government.

7.3 Discussions: Offerors are advised that it is the intent of the Government to make an award without discussions. Therefore, proposals should be submitted on the most favorable terms that the Offeror can submit to the Government. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. If discussions are necessary, a Competitive Range shall be established. The Government retains the discretion in limiting the competitive range to a number of proposals that will enable efficiency.

7.4 Exceptions to the contractual terms and conditions of the solicitation (e.g., standard terms and conditions) may result in a determination to reject a proposal.

7.5 The Government reserves the right to reject any or all proposals at any time prior to award.

7.6 The Government reserves the right to accept other than the lowest priced offer.

7.7 Failure to submit all the data in the format indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

8. BASIS OF AWARD

Factor 1	Past Performance with Task Order Construction Contracts
Factor 2	Work Plan
Factor 3	Sample Project Narrative
Factor 4	Small Business Participation Plan
Factor 5	Price Schedule and Sample Project Pricing

When combined all non-price factors are approximately equal to price. All non-price factors are in descending order of importance (i.e. Factor 1 is more important than Factor 2 which is more important than Factor 3 which is more important than Factor 4).

Trade-off Analysis: After all of the evaluations have been completed, the SSA will consider all factors to determine which Offeror submitted the proposal that represents the “best value” to the Government for this project.

9. EVALUATION FORMS

Evaluation forms required to be used in responding to this RFP are provided on the following pages. They include:

- Attachment A: Task Order Base Contract
- Attachment B: Task Order Matrix
- Attachment C: NAVFAC/USACE Past Performance Questionnaire
- Attachment D: Sample Project Request for Proposal

**Attachment A**

TASK ORDER BASE CONTRACTS

Contractor’s Name: \_\_\_\_\_

Contract Owners Point of Contact and Title:  
\_\_\_\_\_

Contract Owner’s Email: \_\_\_\_\_

Contract Owner’s Phone number: \_\_\_\_\_

Type of Contract (SATOC, MATOC, JOC, SABER, etc): \_\_\_\_\_

Capacity of Contract: \$ \_\_\_\_\_

Number of Task Orders Issued to Date: \_\_\_\_\_

Available Capacity: \$ \_\_\_\_\_

Detailed Scope of Base Contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_




<b>NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)</b>	
<b>CONTRACT INFORMATION (Contractor to complete Blocks 1-4)</b>	
<b>1. Contractor Information</b> Firm Name: _____ Address: _____ Phone Number: _____ Email Address: _____ Point of Contact: _____	CAGE Code: _____ DUNs Number: _____  Contact Phone Number: _____
<b>2. Work Performed as:</b> <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain)	
Percent of project work performed: _____ If subcontractor, who was the prime (Name/Phone #): _____	
<b>3. Contract Information</b> Contract Number: _____ Delivery/Task Order Number (if applicable): _____ Contract Type: <input type="checkbox"/> Firm-Fixed-Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): _____ Contract Title: _____ Contract Location: _____  Award Date (mm/dd/yy): _____ Contract Completion Date (mm/dd/yy): _____ Actual Completion Date (mm/dd/yy): _____ Explain Differences: _____  Original Contract Price (Award Amount): _____ Final Contract Price <i>(to include all modifications, if applicable)</i> : _____ Explain Differences: _____	
<b>4. Project Description:</b> Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? <i>(Please provide details such as similar equipment, requirements, conditions, etc.)</i>    	
<b>CLIENT INFORMATION (Client to complete Blocks 5-8)</b>	



<b>5. Client Information</b> Name: Title: Phone Number: Email Address:
<b>6. Describe the client's role in the project:</b>
<b>7. Date Questionnaire was completed (mm/dd/yy):</b>
<b>8. Client's Signature:</b>

**NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

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

RATING	DEFINITION	NOTE
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.

<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

**TO BE COMPLETED BY CLIENT**

<b>PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.</b>	
<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to	E VG S M U N

effectively lead, manage and control the program)	
<b>5. COST/FINANCIAL MANAGEMENT</b>	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
<b>6. SAFETY/SECURITY</b>	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
<b>7. GENERAL</b>	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E VG S M U N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

**Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):**

ATTACHMENT D

DATE: 5 March 2014  
USACE-CENAB ENG PROJECT MANAGER: Keysha Cutts-Washington  
PHONE: (410) 654-7854  
FAX NUMBER: (443) 654-7215

STATEMENT OF WORK  
SAMPLE PROJECT

Construction Services for Building E001 Construction, Fort Meade, Maryland

This Statement of Work contains the following sections:

- PROJECT DESCRIPTION
- STATEMENT OF SERVICES
- CONSTRUCTION PROPOSAL
- PROJECT REQUIREMENTS (Construction)
- SAFETY
- QUALITY CONTROL
- APPLICABLE TECHNICAL CRITERIA, CODES, REGULATION AND POLICY GUIDANCE
- CONSTRUCTION SCHEDULE
- PROPOSAL BREAKDOWN

PROJECT DESCRIPTION

The U.S. Army Corps of Engineers, Baltimore District (USACE-CENAB) requires construction services in order to accommodate user mission requirements. The project involves the construction of an approximately 3,000 square foot building located at Ft. Meade, MD. The project requires the construction administrative and open space in accordance with the attached Issued For Construction (IFC) drawings. The Contractor shall provide services as described in this Statement of Work (SOW) and provide pricing broken into the separate tasks.

STATEMENT OF SERVICES

**GENERAL:** The scope of this project shall consist of the Contractor, providing all necessary construction services, licensed in the State of Maryland, to construct a complete and usable facility per the IFC Drawings. The Contractor shall provide all necessary Construction services, including permitting, to construct the required facility. The Government shall review and approve all actions of the Contractor in the accomplishment of this project. The Contractor shall provide all services, as required by the Contract, with the objective of developing and completing this project which satisfies U.S. Army Corps of Engineers (USACE) and user requirements and meets USACE construction criteria, Department of Defense (DoD) Unified Facilities Criteria, Unified Facilities Guide Specifications, state and local government building codes, and all applicable regulations listed in this Statement of Work under **APPLICABLE TECHNICAL CRITERIA, CODES, REGULATION AND POLICY GUIDANCE**. Where guidance conflicts, the **MOST STRINGENT REQUIREMENT SHALL PREVAIL**. The

project shall be accomplished in accordance with the schedule described in the Statement of Work under **SUBMISSION SCHEDULE**.

**RESPONSES TO COMMENTS:** The Contractor shall be responsible for incorporating all USACE review comments and shall revise project documentation as required. Should clarification be required or exception taken to any comment, the Contractor shall be responsible for communicating with the USACE project manager within three (3) working days after receipt of said review comments.

**MINUTES OF THE MEETINGS:** Contractor shall prepare minutes of the meetings and all telephone conversations relating to this project and shall further distribute electronic copies to the USACE project manager(s). Distribution of meeting minutes shall occur no later than three (3) working days after meeting occurs. USACE project manager(s) shall always be provided copies regardless of attendance at meeting(s). Minutes of the meeting shall record all significant topics of discussion including, but not limited to, mutually agreed resolutions to project problems.

### **CONSTRUCTION PROPOSAL**

Prior to the proposal submission, the Contractor and the Government shall jointly develop a task order scope of work, based on the Government's Statement of Work, which shall be used to establish sufficient clarity in order to generate a fixed priced construction cost.

### **PROJECT REQUIREMENTS**

#### **CONSTRUCTION SERVICES**

**SERVICES TO BE FURNISHED BY CONTRACTOR:** The Contractor shall perform the following services:

a. **Permits**

The Contractor shall be responsible for providing all permits, as required for this project.

b. **Pre-Construction Submittals and Meetings**

The Contractor and sub-Contractors shall attend a Pre-Construction Meeting and Safety Meeting (can be combined). The Contractor shall be responsible for assuring that the Pre-construction Submittals are submitted in a binder to USACE-CENAB-RS PM two weeks prior to Pre-Construction Meeting. Pre-Construction submittals per the Contract consists of

1. List of Contact Personnel
2. Sub - Contractor list
3. Signed site Specific Safety Plan and Activity Hazard Analysis per USACE Safety and Health Requirements Manual 385-1-1 <http://www.usace.army.mil/publications/eng-manuals/em385-1-1/toc.htm> . See Appendix A in Manual 385-1-1, 15 Sept. 2008.
4. Schedule of Values
5. Updated Project Schedule
6. Construction Submittals on ENG Form 4025
7. Signed Quality Control Plan

c. **Schedule**

The Contractor shall be responsible for assuring that the construction work is completed on schedule as indicated in the **SUBMISSION SCHEDULE** in this Statement of Work. The schedule shall be the basis for measuring Contractor progress and shall be in Microsoft Project format. Lack of an approved schedule shall result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. The Critical Path Method (CPM) shall be used to generate the Project Schedule. The Project Schedule is to be precise and complete, including any phasing required for the work, anticipated lead times for equipment, administrative requirements (i.e. submittal review) and the total calendar days in construction required for project completion. The schedule shall be updated on a monthly basis and submitted with request for payment. Changes in logic or re-baselining require Government approval.

d. **Construction**

The Contractor shall be responsible for assuring that the construction work is completed on schedule as indicated in the **SUBMISSION SCHEDULE** in this Statement of Work. The Contractor shall also be responsible for assuring that all construction conforms to the project documents and requirements, Contract requirements, governing codes and regulations. The Contractor shall comply with all requirements of Contractor Quality Control as specified by the Contract. On projects valued at \$1.0 M or more, the Project Manager and Site Superintendent shall be required to complete the Construction Quality Management for Contractors course offered by the Baltimore District of the USACE. The following web site shall provide necessary information to register for the course:

<http://www.nab.usace.army.mil/contracts/cqc.htm>

The Contractor shall provide written documentation of successful course completion.

e. **Monthly Exposure Hours**

The Contractor shall also be responsible for providing the monthly exposure hours by the second day of every month.

f. **Close Out Documents**

The Close-Out Documents shall be submitted per the Contract. Included in the submission, but not limited to, are:

1. Red-line drawings
2. Operation and Maintenance manuals
3. Commissioning and testing documentation
4. Warranty Management Plan which includes but is not limited to: description of item, model and serial number, description of required maintenance, name and number to call for warranty service.
5. Release of Claims
6. DD Form 1354

**DD Form 1354**

The designer(s) shall assist the Government in the completion of DD Form 1354, Transfer and Acceptance of DoD Real Property. The designer(s) shall be responsible for completing DD Form 1354, Blocks 8 through 22, inclusive. The contractor shall submit Draft, Interim, and Final versions of the DD Form 1354 for this project. The Government will comment, review, and approve the work of the designers on the preparation and content of this form. All work shall be done in accordance with UFC 1-300-08, change 1, dated March 2010.

### SAFETY

The Contractor shall identify the Safety and Health Manager in accordance with the Contract. The Safety and Health Manager shall have certification by one of the following: American Board of Industrial Hygiene, Board of Certified Safety Professionals or American Board of Health Physicist. The Safety and Health Manager shall be responsible for writing and signing the Safety Plan and Activity Hazard Analysis. The Safety Plan shall include an Emergency Response Plan and Accident Reporting Plan which shall incorporate contacting the USACE PM. The Safety and Health Manger shall review the Pre-Construction submittal to the Government and ensure all required documentation is included.

The Contractor shall identify a Safety and Health Officer in accordance with the Contract. The Safety and Health Officer shall attend the Pre-Construction Safety Meeting and shall be responsible for additional safety meetings as required by EM 385-1-1 dated 15 September 2008. The USACE shall be invited to and upon request receive copies of all safety meeting minutes held during construction.

### QUALITY CONTROL

The Contractor shall identify the Contractor Quality Control (CQC) System Manager in accordance with the TOC Contract. The Contractor shall furnish for review by the Government, in accordance with the Contract, the Contractor Quality Control (CQC) Plan. The plan shall identify features of work, personnel, procedures, equipment list, controls, instructions, tests, records, and forms to be used. Construction shall be permitted to begin only after acceptance of the CQC plan or acceptance of interim plan applicable to the feature of work to be started. The CQC system manager shall review the Close-Out submittal before delivery to the Government and ensure all required documentation is included.

### APPLICABLE TECHNICAL CRITERIA, CODES, REGULATION AND POLICY GUIDANCE

The construction of this project shall be executed utilizing the information as summarized below:

Applicable Codes, Regulations and Policy Guidance. *(The contractor shall verify/ensure use of most recent code, regulation, policy and or guidance) See Attachment A.*  
Issued For Construction Drawings (IFC); See Attachment B.

### SUBMISSION REQUIREMENTS



**1. CLOSE OUT:**

- a. 2 Copy of the Release of Claims with raised seal
- b. 4 sets of Warranty Maintenance Plan(s) per the contract requirements. (Make, model, serial numbers listed and contact information for sub-Contractors responsible for warranty.)
- c. 4 sets of Operations and Maintenance (O&M) Documents.
- d. 4 sets of documentation of commissioning, testing, and training.
- e. 4 sets three-ring binder with project name on spine and all required documents.
- f. 8 sets of drawings with redline construction changes.

**SUBMISSION SCHEDULE**

1. Pre-Construction Submittals 21 calendar days after Receipt of Notice to Proceed.
2. Construction Contract Completion 365 calendar days after receipt of all Building and other required Permits from Fort Meade and the State of Maryland.
3. Construction Punch List completion 14 calendar days after Beneficial Occupancy Date (BOD).
4. Close-Out Documents 30 calendar days after construction BOD.

**NOTE:** The Government has scheduled 14 calendar days for review between receipt of design or construction submission and delivery of comments for each submission phase.

**REQUESTED PROPOSAL BREAKDOWN**

1. Construction Services

Construction costs shall show labor, material, and equipment costs for each line item of work along with overhead, bond, and profit rates and the total cost.



## ATTACHMENT A

### Applicable Codes, Regulations, and Policy Guidance

*(The contractor shall verify/ensure use of most recent code, regulation, policy and or guidance)*

1. NFPA 101: *Life Safety Code*, 2009 edition.
2. Unified Facilities Criteria (UFC) – 1-200-01 *General Building Requirements*, 27 November 2007 including Change 2, 27 January 2010.
3. United Facilities Criteria (UFC) 1-300-02, *Unified Facilities Guide Specifications (UFGS) Format Standard*, September 2004, Change 4 December 2006
4. United Facilities Criteria (UFC) – 1-300-09N *Design Procedures*, 25 May 2005 including Change 7, 27 January 2010.
5. United Facilities Criteria (UFC) 3-120-10, *Interior Design*, June 2006 including Change 1, July 2007
6. United Facilities Criteria (UFC) 3-401-01, *Mechanical Engineering*, 1 July 2013
7. United Facilities Criteria (UFC) 3-410-01, *Heating Ventilating and Air Conditioning Systems*, 1 July 2013
8. Unified Facilities Criteria (UFC) – 3-600-01 *Design: Fire Protection Engineering for Facilities*, 26 September 2006 including Change 1, 14 July 2009.
9. Unified Facilities Criteria (UFC) – 4-010-01 *DoD Minimum Antiterrorism Standards for Buildings*, 09 February 2012.
10. Unified Facilities Criteria (UFC) – 4-010-02 *DoD Minimum Antiterrorism Standoff Distances for Buildings* (FOUO), 09 February 2012.
11. Unified Facilities Criteria (UFC) – 4-020-01 *DoD Security Engineering Facilities Planning Manual*, 11 September 2008.
12. Unified Facilities Criteria (UFC) – 4-020-02 *DoD Security Engineering Facilities Design Manual, with Change 2*, 1 March 2005
13. State of Maryland and Installation codes and requirements - All related Documents
14. NFPA 10 *Standard for Portable Fire Extinguishers*, 2010 Edition
15. NFPA 13 *Standard for the Installation of Sprinkler Systems*, 2010 Edition
16. NFPA 70 *National Electrical Code (NEC) Handbook*, 2011 Edition.
17. NFPA 70E *Standard for Electrical Safety in the Workplace*, 2009 Edition
18. NFPA 72 *National Fire Alarm and Signaling Code*, 2010 Edition
19. *Automatic Fire Detectors* / NFPA 72E, June 1990
20. NFPA 75 *Standard for the Protection of Information Technology Equipment*, 2009 Edition
21. NFPA 80 *Standards for Fire Doors and Other Opening Protectives*, 2010 Edition.
22. NFPA 90A *Standard for the Installation of Air Conditioning and Ventilating Systems*, 2009 Edition
23. NFPA 92 *Standards for Smoke Management Systems*. Current Edition: Proposed Standard Next Edition: 2012
24. Americans with Disabilities Act of 1990
25. American with Disabilities Act Amendments Act of 2008 (ADAAA)
26. Uniform Federal Accessibility Standards (UFAS)
27. Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)
28. ANSI/ASHRAE 52.2 *Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size*, 1999
29. ANSI/ASHRAE 62.1 *Ventilation for Acceptable Indoor Air Quality*, 2007

30. ANSI/ASHRAE 90.1, *Energy Standards for Buildings, Except Low Rise Residential Buildings*, American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
31. SMACNA Duct Standards - All Applicable Standards (including Duct Leakage).
32. PHCC *National Standard Plumbing Code 2009*
33. (ARI) Air Conditioning and Refrigeration Institute - All related Documents
34. (AHRI) Air-Conditioning, Heating and Refrigeration Institute - All related Documents
35. (ADC) Air Diffusion Council, *Flexible Duct Performance & Installation Standards*, 4th Edition
36. (ADC) Air Diffusion Council FD 72-R1, *Flexible Duct Test Code*, 3<sup>rd</sup> Edition
37. (ASME) American Society of Mechanical Engineers - All related Documents
38. (ANSI) American National Standards Institute - All related Documents
39. (IEEE) Institute of Electrical and Electronics Engineers - All related Documents
40. Occupational Safety and Health Administration (OSHA) - All related Documents
41. (AABC) Associated Air Balance Council - All related Documents
42. Air Movement and Control Association (AMCA) International, Inc. - All related Documents
43. ASTM International - All related Documents
44. AWS American Welding Society - All related Documents
45. Builders Hardware Manufacturers Association (BHMA) - All related Documents
46. Door and Hardware Institute (DHI) - All related Documents
47. FM Factory Mutual System - All related Documents.
48. Gypsum Association - All related Documents
49. IES Illuminating Engineering Society of North America - All related Documents
50. SDI Steel Door Institute - All related Documents
51. SDI Steel Deck Institute – All related Documents
52. UL Underwriter's Laboratories, Inc. - All related Documents
53. US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, 15 September 2008
54. International Building Code (IBC) – All applicable criteria
55. Unified Facilities Criteria (UFC) - All applicable criteria
56. Intelligence Community Directive (ICD) 705-1 and the associated Intelligence Community Policy Guidance (ICPG).
57. NSA PDS-11
58. Unified Facilities Guide Specifications (UFGS) – Divisions 1 through 16 or 1 through 48.

**ATTACHMENT B**

## Building E001 Drawings

**STATEMENT OF WORK**

Statement of Work  
For  
Single Award Task Order Construction Contract  
For  
The Real Property Services Field Office

March 20, 2014

**1.0 Purpose:** The Real Property Services Field Office's (RSFO) mission is to provide all aspects of real estate leasing, acquisition, facility management, and associated engineering, planning, and design and construction services (to include standard military design and construction) for the secure community. Projects are often time-critical and of a highly visible nature. The purpose of this contract is for RSFO to have the ability to respond rapidly and professionally to Government requirements, without compromising safety, current mission requirements, and/or readiness.

**2.0 General Requirements:** The scope of this contract encompasses a broad variety of major and minor repair, modification, rehabilitation, alterations, Design-Build, Design-Bid-Build and new construction projects in support of DOD organizations and other agencies, organizations, and branches of the U.S. Government and other customers within the secure community. The geographic locations covered under this contract are primarily for the Washington/Baltimore corridor and may include areas within the Continental United States (CONUS) and Hawaii. Customers (Users) to be serviced by this contract will generally belong to secure agencies.

This contract performs both Design-Build and Design-Bid-Build construction services. Design services will only be applied to Design-Build task orders and no task orders will be issued solely for design.

Task orders issued against this contract may include the following types of work: construct new buildings, architectural renovations, mechanical upgrades and repairs, electrical upgrades and repairs, major utility work (including power substation and chilled water plant with all associated duct bank construction), paving, roofing, Supervisory Control and Data Acquisition (SCADA) systems, site preparation, demolition, and all other activities associated with general and heavy construction. It may also include: communications systems, security systems, data systems infrastructure, Heating Cooling and Air Condition systems, Counter-Terrorism, and Anti-Terrorism Force Protection construction, and Secret Compartmented Information Facilities (SCIF) construction. The contractor will be responsible for integrating, managing, and executing all aspects of all work related to each task order.

All task orders issued under this contract will be firm fixed price.

Projects will be issued via task orders. Multiple task orders may be issued concurrently. The contractor shall be responsible for integrating, managing, coordinating, and executing all aspects of the design and construction work ordered under this contract in accordance with all elements of the individual task orders.

The Contractor shall provide a flexible and multi-disciplined work force to include a team of subcontractors. Work may be performed in either secure or non secure sites. As such, the contractor is required to maintain a balanced work force of Top Secret (TS) cleared personnel to work on such projects.

It is mandatory that the prime contractor have an active Top Secret Facility Site Clearance during the duration of this contract.

The work requirements to be executed via this contract are a part of the mission of RSFO. Other contractors and Government personnel perform services which fall within the general description contained in this contract. The contractor has no entitlement to any work in the mission area. It is the discretion of the Government as to how to execute work. The Government's minimum obligation under this contract is set forth in other areas of the contract. This is not a requirements contract or a Job Order Contract. This is a single award task order construction contract (SATOC).

3.0 Points of Contacts: The nature of this contract requires a strong and effective partnership between the Government and the contractor. The contractor's management and supervision will interface with the Government through different personnel. The Contracting Officer, the Contracting Officer's Representative (COR) and Project Managers will interface with the contractor. Each position holds different roles and responsibilities. It is imperative that the contractor understand these roles and responsibilities. The Contracting Officer is the only person that has the authority to alter the terms and conditions of the contract. A COR has certain authorities for oversight of the contract. These authorities will be officially issued in writing to both the COR and the contractor. Project Managers have the overall responsibility for the individual projects as issued via task orders.

The contractor shall provide a single point of contact (POC), with an alternate, who shall both be available 24 hours per day, seven days per week, and 365 days per year via telephone.

4.0 Contractor's Management and Supervision: The contractor's effort will extend beyond conventional single job design and/or construction efforts in that the contractor must plan, program, design, schedule, coordinate, manage, construct, and otherwise execute a flow of several independent orders simultaneously. The contractor must be capable of adjusting to a wide variation between unrelated tasks without significantly impacting on-going work. The contractor is expected to select quality subcontractors and design firms as their team members and as necessary to perform elements of work. The contractor is expected to effectively manage and provide project resources to ensure that the Government is provided with a coordinated level of effort on all assigned task orders.

The Government must consent prior to any changes or deviations to the contractor's key personnel from those accepted in the successful proposal. Since the contractor's management has the only direct interface with the Government, it is essential that all contractor key personnel remain briefed on the status of all tasks within the scope of this contract, such that the contractor can insure a prompt response to new or changed conditions with a minimum of disturbance to the Government. The contractor, during negotiations and prior to task order award, is expected to alert the Government to any areas of the project(s) that presents unique challenges that have the potential to increase or decrease the project cost or schedule. Together, the Government and the contractor will work through all project challenges to arrive at a defined scope of work, schedule and a firm fixed price for the defined requirement.

The contractor will be required to schedule and run master schedule meeting which shall review all current task orders, their status and any issues. This meeting shall be attended by contractor's management team, at least one officer of the contractor's company (corporation or joint venture), the Government Project and Program Managers, and the Contracting Officer. The meeting will be held at the Real Property Services Field Office.

5.0 Work Categories: The work included may vary from routine general construction to installation of technically complex systems. Historically, the following types of task orders have been issued on this type of contract:

- Security Systems upgrades and installation;
- Anti Terrorism Force Protection (AT/FP) Systems;
- Electro Magnetic Radiation (EMR) shielding;
- Sensitive Compartmented Information Facilities (SCIF);
- Communications Infrastructure or Support Facilities;
- Structural Repairs and/or Construction;
- Upgrades and Renovations to existing facilities;
- Roadwork, civil work;
- Mechanical Systems Repair, Construction and/or Replacement;

- Electrical Systems Repair, Construction and/or Replacement;
- Fire Protection and Alarm Systems Repair, Construction and/or Replacement;
- Utility Infrastructure and Systems Repair, Construction and/or Replacement;
- Fire Sprinkler Systems;
- Plumbing Systems Repair, Construction and/or Replacement.

All task orders will clearly define the work required to the greatest extent possible and shall indicate whether classified (with security clearance) or unclassified (without security clearance) design and construction workers must be used for each task order. The work definitions will vary from basic narrative descriptions to detailed plans and specifications, depending on the requirements, size, and complexity of the tasks. The jobs included will require a variety of professional management, architectural, engineering, and craft skills.

Task order Scopes of Work (SOW) may contain complete drawings and specifications. Other task orders may only provide a narrative scope of work with defined performance objectives. These will require the contractor to secure the services of licensed design professionals to provide drawing and specifications, and coordinate construction trades in order to perform tasks of a Design-Build nature. The contractor shall be required to have a professional architect and/or engineer, licensed and registered as required by federal, state and local laws and regulations as well as any local jurisdictions in the state where the project is located, to stamp and sign the drawings as required.

6.0 Contractor Provided Items: As part of the basic contract, the contractor shall provide the following:

6.1 RS Means/Cost Works: One complete set of the most current year RS Means Cost Works CD Software and Databases for each Data Book indicated below, along with 25 user licenses for use on a network system running the Microsoft XL Professional network operating system. The software shall include online updates every three months. The software shall also include Cost Works Estimator for every licensed user. The software shall be purchased through the RSFO Representative to ensure all licenses being provided through different contracts are capable of being utilized concurrently. This name can and will be provided when requested. The software shall be provided to the Government.

The following databases and cost books/packages shall be provided: Building Construction Cost Data Book, Mechanical Cost Data Book, Electrical Cost Data Book, Plumbing Cost Data Book, Square Foot Cost Data Book, Heavy Construction Cost Data Book, Assemblies Cost Data Book, Light Commercial Cost Data Book, Site Work & Landscape Cost Data Book, Concrete & Masonry Cost Data Book, Facilities Construction Cost Data Book, Facilities Maintenance and Repair Cost Data Book, Commercial Renovation Cost Data Book, Green Building Cost Data Book and the Interior Cost Data Book. The Building Construction Cost Databases and Cost Data Books shall be used as the primary source of pricing data. These include the Mechanical, Electrical, Plumbing, Heavy Construction, Light Commercial, Site Work & Landscaping, Concrete & Masonry, and the Interior Databases and books. The Square Foot, Assemblies and Green Buildings Cost databases and cost data books shall be used as required, without regard to the databases and books references above. The Facilities Construction, Facilities Maintenance and Repair and Commercial Renovation Cost Databases and Cost Data Books shall not be used to price any work unless specifically required by the Task Order Statement of Work or by the Contracting Officer.

Three sets of books for each of these titles shall also be provided.

The contractor will provide the newest software and 25 licenses and three sets of books in January of each year throughout the duration of the contract.

6.2 RS RS Means Online Estimating Seminar: The Contractor is required to provide one Unit Price Estimating seminar. The seminar will be two eight hour sessions at a publicly accessible facility containing a seminar room located within 15 miles of Fort Meade, MD. The first eight hour session will include an overview of all features of using RS RS Means Online. The second eight hour session will include unit price estimating and a Q&A session with questions the Government provides in advance of the seminar. Each student will be provided with a course workbook. The Contractor is responsible for providing all necessary equipment and materials to conduct the seminar, to include as a minimum, a PC or laptop for each student to use during the seminar and a high speed internet connection available for the entire seminar. The seminar sessions will be taught by a third party certified

RS RS MEANS instructors. The date of the seminar shall be scheduled with the Government. A maximum of 20 Government personnel will attend.

6.3 Formal Partnering: A formal partnering session will be scheduled within first four weeks after contract award. The session will be planned for an six hour period at a conference facility located within 15 miles of Fort Meade, MD. The initial session shall include key Government personnel, key contractor personnel, subcontractors, associates, designers, and consultants, as required. It is anticipated that approximately 20 Government personnel will attend.

It is the Government's intent that one formal partnering session be required throughout the duration of the contract. However, if the Government or the contractor deems additional partnering sessions, informal or formal, are required, these sessions shall be scheduled by the contractor. Additional costs incurred for these sessions shall be a contractor expense and will not be added into the contract.

7.0 Government Provided Items: As part of the basic contract, the Government shall not provide any items. However, if any Government provided items are required per task order, those items will be identified in the scope of work for that task order.

#### 8.0 Specific Requirements:

8.1 Unified Facilities Guide Specifications: The contractor is responsible for complying with all requirements set forth in the edited General UFGS Division One Specifications and the Division One Security Specification, set forth in Attachment B. This includes all LEED requirements set forth in the edited general UFGS Division 1 specifications.

8.2 Safety: The US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 & 1926) are part of this contract. In the event of a conflict, the more stringent requirements will take precedent. All requirements of EM 385-1-1, in its most recent edition, with all amendments to date, for all submissions, shall be complied with fully by the contractor and all subcontractors at all tiers.

8.3 Specifications/Scopes of Work: For Design-Build projects, if preparation of separate written "book" specifications sets is not included as a requirement of the task order, then the contract specifications shall be located on the drawings. Contract specifications on drawings shall not be abbreviated unless prior approval from the Contracting Officer allows such abbreviations. The contract specifications will be Division 1 Specifications found in Attachment B and the Unified Facilities Guide Specifications required for the individual task order(s). LEED specifications are always required for all task orders unless otherwise specifically identified in the scope of work and/or directed in writing from the Contracting Officer. Specification section substitutions using industry guide specifications may be considered on a case-by-case basis, but only if prior approval is obtained from the Contracting Officer. Other guide specifications (industry standards) may be directed or required by the Government based on individual project needs. The DOD Unified Facilities Guide Specifications can be obtained from the website at:

<http://www.hnd.usace.army.mil//techinfo/gspec.htm>

8.4 Work Hours: Work hours shall be eight hour long (eight hours of actual work), five days per week, with a standard work shift starting at 7:00 a.m. local time or as specified in individual task orders or as directed by the Contracting Officer. No work shall be scheduled on weekends or Federal Holidays. Exceptions to these hours may be requested by the Contracting Officer in relation to a specific task order.

8.5 Personnel Security Clearances: Contractor key personnel and all required licensed professionals shall possess a current Top Secret (TS) security clearance based on a Single Scope Background Investigation completed within the last five years. The contractor's security clearances shall be passed to the U.S. Army Corps of Engineers Security Officer. These shall be provided to the Customer's Security Manager prior to the commencement of performance of any task order. The Customer Security Manager Point of Contact (POC) shall be provided to the Government to facilitate direct communications on personnel security issues. The Government Project Manager (PM) shall be



copied on all such communications. All contractor personnel performing under this contract shall be required to execute a Standard Form 312, REV 1-91, entitled "Classified Information Nondisclosure Agreement," prior to beginning work.

All personnel working under this contract shall be U. S. citizens.

8.6 Disclosure of Information: Performance under this contract may require the contractor to access data and information proprietary to a Government agency, another Government contractor, or of such a nature that its dissemination or use, other than as specified in the Statement of Work, would be adverse to the interests of the Government or others. Neither the contractor, nor contractor's personnel, shall divulge or release data or information developed or obtained during performance of this contract, except to authorized personnel or upon written approval of the Contracting Officer. The contractor shall not use disclose or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding any agency under this contract.

Disclosure of information regarding operations and services of any agency to entities not entitled to receive it and failure to safeguard any classified information that may come to the contractor (or any persons under the contractor's control) in connection with work under this contract may subject the contractor, contractor's agent, or employees to criminal liability under Title 18, Sections 793 and 798, of the United States Code (U.S.C.).

Neither the contractor nor the contractor's employees shall disclose or cause to be disseminated any information concerning the operations of any agency which could result in, or increase the likelihood of, the possibility of a breach of the agency's security or interrupt the continuity of its operations. The contractor shall direct to the Contracting Officer all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information. The contractor shall not release any information, including photographs, files, public announcements, statements, denials, or confirmations, or marketing materials on any part of the subject matter of this contract or any phase of any program hereunder without the authorized prior written approval of the Contracting Officer.

The contractor shall not release information regarding individuals without authorized prior written consent of the Contracting Officer. All documents showing individuals' names or other personal information, including Social Security Numbers, shall be controlled and protected. The provisions of the Privacy Act of 1974, Public Law 93-579, 5 U.S.C., Section 552a, shall apply. All products, deliverables, and documents developed under this contract shall be considered to be classified at a minimum level of "Unclassified/For Official Use Only."

#### Local Provisions

##### 1.0 Services to be Furnished:

The contractor shall provide all management, supervision, labor, materials, tools and equipment necessary for the performance of all work in relation to this contract in direct support of the Real Property Services Field Office (RSFO), Baltimore District, U.S. Army Corps of Engineers, in accordance with the Scope of Work, and as required. The services to be provided shall be priced in accordance with the most recent RS Means Cost Data publications listed and the coefficient pricing factors as indicated in this section and as otherwise required.

##### 2.0 Coefficient Factors:

Any Division 1 line items that reference line items in other RS RS Means Divisions (2 – 44) shall not be considered Division 1 costs and shall not be included in the coefficients.

2.1 The purpose of coefficient based pricing is to permit the Government and the contractor to quickly arrive at a fair and reasonable firm fixed price for the requirements that fall under this contract. All RS RS Means Division 1 line items NOT specifically excluded from the coefficients shall be included in the coefficients. There will not be a separate annual escalated coefficient rate. The coefficient rates negotiated at time of contract award will be used

throughout the life of the contract. The coefficients shall include all costs listed in RS RS Means Division 1 with the following exceptions:

- Food Service and Kitchen Consultants, Educational Facility Consultants, and Elevator and Conveying Systems Consultants services, as referenced in Division 1, are not contained within the coefficient and will be treated as non-pre-priced line items on a per task order basis.
- Non-Contractor Generated Hazardous Materials or Waste (including asbestos, lead paint and mold) will be addressed as follows:
  - Surveys and Soil Investigations will be treated as non-pre-priced line items on a per task order basis and shall not be included in coefficients.
  - Abatement, Decontamination, Encapsulation, or Removal are pre-priced line items contained in Division 2 of RS RS Means.
- Rubbish Removal as defined in RS RS Means Division 1, Section 01 74, line item 01 74.13.20.0200 is not included in the coefficient and shall be included as Division 2 pre-priced line items.
- Any design on Shipyards, Waterways, Marine Construction, Floating construction, Railway construction, Security Vehicle barriers, Traffic signal systems, Vehicle guide rails, Fixed vehicle delineators, and Rail Track construction line items, as defined by Division 34 (only) – Transportation – of RS RS Means and Division 35 (only) – Waterway and Marine of RS RS Means, is excluded from the coefficients and will be treated as non-pre-priced line items for surveys, plans, and design deliverables under design build task orders.
- All Models, Photographic Documentation (if allowed by site Security Officers), Renderings, and Temporary Security line items as defined by Division 1 section 11 31.50 (Models), 11 31.75 (Renderings), 32 33.50 (Photographs), and 56 32.50 (Watchmen) of RS RS Means shall be excluded from the coefficients and shall be priced as a pre-priced line item on a per task order basis.
- Deletion of Division 1 line item 01 52 13 20.5000, Air Supported structures. Air Supported structures shall not be used for Office or Storage space as defined in Division 1 and are not included in any coefficients.
- Any design or construction work items under Division 01, section 91 13.50, Commissioning (only), of RS RS Means, is excluded from both the construction and the design build coefficients and will be treated as non-pre-priced line items on a per task Order basis. NOTE: This exception does not include any work associated with Contract Specification Section 01 78 00, Closeout Submittals, or Contract Specification Section 01 33 29, LEED Documentation.
- Design and Consulting services as referenced in Division 1 will remain the same. Any additional effort of design and consulting services necessary either as an added design deliverable as identified in the SOW for the task order or as necessary during the life of the task order (i.e. re-design not due to contractor performance) are not contained within the coefficient. These will be treated as negotiable hours against pre-priced line items as per Architectural Engineer Price Schedule (AEPS). Reproduction of the extra copies will be treated as pre-priced line items as per AEPS. NOTE: Design and Consulting Services for Design-Build task orders are to be included in the coefficient and will not be negotiated separately.

2.2 Compliance with Division 1 Specification Sections 01 30 00 through 01 86 26.07 40 (inclusive), as found in Attachment B, are included in the coefficients. The coefficients shall include all work listed in UFGS Division 1.

2.3 Travel and per diem costs for all projects shall be determined on an individual task order basis as a separate line item cost to be reimbursed in accordance with Joint Travel Regulations and shall not be applied to any coefficient. It is generally not the intention to include travel and per diem in these task orders unless specifically

identified in the SOW, it should be implied that it will not be paid. If the contractor believes travel and per diem are necessary and it is not included in the SOW, the contractor may ask permission from the Contracting Officer for inclusion.

2.4 The coefficient(s) for Design-Build task orders shall contain the LEED requirements to be certifiable and meet the level for Silver. Higher level (Gold, Platinum, etc.) and full accreditation (via USGBC) shall be priced as a non pre-priced line item if required by the scope or work for the individual task orders.

### 3.0 Task Order Pricing:

3.1. For each task order, the contractor shall make a site visit prior to completing their proposal. A field survey of the project shall be included with the proposal.

3.2. The task order firm fixed-price shall be arrived at by adding all of the RS MEANS line items and multiplying that total by the appropriate coefficient. The RS MEANS lines item totals are arrived at by multiplying the RS Means unit cost from the "including Overhead and Profit" column by the Number of Units.

### 4.0 Pricing Methods:

4.1. RS RS Means Pricing. Utilize RS RS Means line item cost from the "Total with Overhead and Profit" column. This method is required unless requested and approved by the Contracting Officer prior to submission of proposal.

4.2. Alternate Price Method (Pre-Priced). Where a suitable match between the cost items required and those published in RS Means may not be found, combining labor from one published item with the materials and equipment from another may arrive at a fair and reasonable cost. In these cases the proposal construction line item shall be presented as a pair of construction items, with the descriptions amended to note: "Labor only" and "Material only" along with the RS Means reference numbers to permit the Government to evaluate the applicability of the item to the intended construction scope. Each line of the pair shall include its published proportion of overhead and profit. The selected RS Means line item shall be subject to Government approval. The alternate price method shall not be used when a suitable approximate or edited RS Means line item is available. Cost items derived in this manner must be delineated as required. A minimum of 90% of the total construction proposal cost must be calculated using RS Means pre-priced cost line items. The appropriate pre-priced coefficient applies to any line item utilizing this method.

4.3. Approximate Price Method (Pre-Priced). Where a suitable match between the cost items required and those published in RS Means may not be found, an item that closely matches may be substituted with the concurrence of the Government. The work item selected must be the closest match available from the RS Means published data as approved by the Contracting Officer. Cost items derived in this manner must be delineated as required. A minimum of 90% of the total construction proposal cost must be calculated using RS Means pre-priced cost line items. The appropriate pre-priced coefficient applies to any line item utilizing this method.

4.4. Edited Price Method (Pre-Priced). Where a suitable match between the cost items required and those published in RS Means may not be found, an edited line item may be substituted. The edited method is similar to the approximate method except that the description of the work is edited to match the required construction, as approved by the Contracting Officer. Each line shall include its published proportion of overhead and profit. Cost items derived in this manner must be delineated as required. A minimum of 90% of the total construction proposal cost must be calculated using RS Means pre-priced cost line items. The appropriate pre-priced coefficient applies to any line item utilizing this method.

4.5. Non Pre-Priced Method. Where a suitable match between the cost items required and those published in RS RS Means may not be found, the contractor may propose a unit cost by using a non pre-priced item. Non pre-priced items shall be supported by three responsive bids. Non pre-priced items that encompass scopes larger than line items (i.e. trade bid) shall be considered non-responsive. Non pre-priced line items exceeding 10% of the price of the task order must be approved in advance by the Contracting Officer. Unit costs established other than by RS

Means pre-priced unit costs must be clearly identified to the satisfaction of the Government or they will be disallowed.

4.6 Architect Engineer Price Schedule (AEPS). Utilize AEPS line item costs for additional design and consulting services if additional Architect and Engineering services are necessary as identified in the SOW or as authorized by the Contracting Officer.

The total of the non pre-priced total line item costs shall not exceed 10% of the total proposal cost of each task order.

NOTE: This method shall be used in modifications if the Contracting Officer authorizes re-design efforts. If the non-priced items exceed 10%, written permission from the Contracting Officer must be given.

#### 5.0 Period of Performance:

5.1 The period of performance of the base contract shall be five years from the date of the contract award.

5.2 Task orders may be issued under this contract during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any order placed prior to the expiration of such period. Terms of the contract shall remain in full force and effect in their application to such task orders for the life of the task order.

5.3 Periods of Performance for each task order shall be identified in the scope of work. Failure to meet contract deadlines and milestones shall be reflect in the contractor's evaluation of performance on both the task order and the overall contract. Additional remedies as allowed by the FAR clauses may be utilized to include the assessment of liquidated damages. Amount of liquidated damages will be included in each task order.

#### 6.0 Place of Performance:

6.1 The place of performance for the base contract is primarily located in the Washington/Baltimore area, but may be used throughout the Continental United States (CONUS) and Hawaii.

6.2 It is estimated that 80% of the task orders issued on this contract will be issued within the Washington/Baltimore area. It is anticipated that the other 20% of the task orders will be issued outside of that area.

6.3 There is no cost differential for location. The national average of 1.0 shall be used on all task orders.

#### 7.0 Task Order Proposal Preparation:

7.1 Task orders shall be initiated with a Request For Proposal (RFP) signed by the Contracting Officer, which includes the Government's Statement of Work (SOW). Following issuance of the RFP, the Government will schedule a new task order meeting. The initial meeting shall be attended by Contractor personnel with sufficient experience to permit a meaningful meeting. At the meeting, the Government Project Manager (PM) shall review the Scope of Work (SOW) with the contractor. The SOW may consist of anything from a list of project performance objectives to a set of 100% construction drawings. At the conclusion of the initial meeting the contractor and the Government shall agree on the schedule for the next step in the project development process. The contractor shall perform a pre-proposal field survey to ascertain the conditions present at the construction site that may impact the scope, schedule, or budget. This site visit shall be documented by the contractor and presented to the Government for review and approval with the contractor's proposal and prior to issuing any task order. It shall describe any assumptions that the contractor used in developing their proposal. Costs for all pre-task order work, site visits, and proposals shall be included within the contractor's coefficients.

7.2 The Design-Build coefficients shall include all design type costs for each task order. This includes, but is not limited to, project managers, CADD operators, word processors, and all other disciplines and services required to provide design type deliverables.

7.3 Task order proposals shall include all necessary work to provide the Government with a fully functional facility which is suitable for its intended purpose, as determined by the Contracting Officer.

7.4 Design-Bid-Build Task Orders. The Contractor shall prepare a firm fixed priced proposal to satisfy the scope of work. The proposal will be based on “pre-priced” method as described above unless a different method is approved by the Contracting Officer. The proposal shall reflect the Statement of Work and the site visit and field survey. The proposal shall utilize the appropriate Design-Bid-Build coefficient applied to the line item costs. The proposal shall be submitted to the Government by the date required in the Request for Proposal letter. The total of the non pre-priced total work item costs shall not exceed 10% of the total proposal price. The task order will be issued as a firm-fixed priced task order.

7.5 Design-Build Task Orders. The Contractor shall prepare a firm fixed priced proposal to satisfy the scope of work. The proposal will be based on “pre-priced” method as described above unless a different method is approved by the Contracting Officer. The proposal shall reflect the Statement of Work and the site visit and field survey. The proposal shall utilize the appropriate Design-Build coefficient applied to the line item costs. This proposal may also include a list of betterments as described in the contract clauses. The proposal shall be submitted to the Government by the date required in the Request for Proposal letter. The non pre-priced work item costs shall not exceed 10% of the total proposal price. The task order will be issued as a firm-fixed priced task order.

The design deliverables portion of the work shall be executed by professional architects and engineers licensed and be qualified to do business in the jurisdiction scheduled to receive the Construction work. The design deliverables produced shall be detailed as required by the scope for each task order. The design deliverables shall meet all CADD standards applicable and required by the Government for each task order. During the process of providing the design deliverables, the contractor shall promptly alert the Government of any requests by the Government that will cause the construction cost or schedule to increase beyond that in the initial construction proposal. When so notified, the Government shall either, a) reject the change in scope requested by the Government, b) offset the cost increase with a corresponding decrease in other areas of the project scope to return to budget or c) issue a change order altering the project cost or schedule.

7.6 The contractor shall transmit proposals electronically, by RS Means of e-mail, computer disk, or network connection. Electronic transmissions shall be readable using Microsoft Office, Microsoft Excel, or other approved software. CDs shall be appropriately labeled as to the classification of the CD, the contract number and title of project. Drawings shall be transmitted via CDs only unless otherwise directed by the Government.

7.7 The contractor shall use the Government contract number, task order number, and task order name to identify all proposals, submittals, and any other documents submitted to the Government. Any document (including invoices) submitted without this required information will result in rejection of the document and return to the contractor for correction. Rejection of a document for not containing the above required information shall not be the basis for any claim against the Government.

7.8 Upon receipt of the contractor’s proposal, the Government shall review the proposal for completeness, accuracy, and reasonableness. The Government may accept the proposal as stated or negotiate any aspect of that proposal. The Government shall negotiate with the contractor all non pre-priced items and any exceptions to the performance period required by the Government’s schedule. Task orders will be issued by the Contracting Officer.

7.9 Each proposal by the contractor shall include the following information:

- Date of the proposal
- Contract number and name of project
- Item number and description, quantity, and unit prices for pre-priced, alternate priced, approximate priced, edited priced, and non pre-priced items, including all appropriate multipliers and coefficients; and the total task order price
- Commencement date and task order performance length
- Preliminary project schedule
- Certificate of Current Cost and Pricing Data (if the task order is greater than \$700,000.00)

- Any other pertinent data

#### 8.0 Emergency Ordering Procedures:

8.1 When an emergency occurs, the contractor shall adhere to the following: When the development of a situation or problem arises at any time which jeopardizes the operation of the our customer's facilities and is within the geographic boundaries covered under this contract, the contractor shall be required to respond to the needs of the Government within two hours following telephonic notification. This may occur at any time in any twenty-four hour period. To accomplish this, the contractor will provide to the Contracting Officer a number at which he/she can be reached on a 24 hour a day basis.

8.2 If directed by the Contracting Officer, verbally or in writing, to mobilize immediately, the contractor shall, within four hours mobilize efforts to accomplish the needs of the Government as created by the emergency. Immediately following the emergency being stabilized, the contractor shall provide a written proposal to the Government. The Government shall negotiate and issue the task order as soon as possible.

#### 9.0 Government Furnished Property:

If Government furnished property will be issued, this will be identified in the scope of work for the specific task order. If this is the case, the contractor shall be responsible for the pick-up and transportation of all Government furnished property. The contractor assumes the risk and responsibility for the loss or damage to Government furnished property upon issuance of a written receipt at time of turn over to the contractor by the Government. The contractor shall follow the instructions of the Contracting Officer's Representative (COR) regarding the disposition of all Government-furnished property not consumed in performance of a task order. The cost of transporting Government furnished equipment shall be included as a line item in the proposal.

#### 10.0 Schedule:

10.1 The period of performance for each project will be identified in the Request for Proposal and is negotiable.

10.2 If mission requirements dictate, the Contracting Officer may, at his/her discretion, unilaterally determine the required schedule for completion of the task order. This determination shall be issued in writing.

10.3 The period of performance shall contain time for all activities from date of issuance of the notice to proceed, including design deliverables (for Design-Build task orders), submittals, reviews, ordering materials, construction, and time required for final clean-up, inspection, acceptance, and delivery of the as-builts and closeout documents including the DD1354 to close out of the task order.

10.4 The schedule shall conform to all general clauses and specification requirements stated within this contract.

#### 11.0 Construction Site Maintenance:

11.1 The Contractor shall maintain a safe, clean and orderly construction site at all times. Supplies and equipment on project site shall be maintained so as to preclude any damage, including mechanical and climatic damage. All stored materials shall be raised above the ground surface at least three inches and properly covered if they are outside (exposed to the elements). Trash shall be removed from the site on a daily basis unless otherwise indicated in the task order.

11.2 The contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. The contractor shall store equipment that is removed in performance of work when directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced to its fully functional original condition (after cleaning) prior to starting work. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the contractor.

11.3 If required by the scope of work, the contractor shall install and maintain a fence around the site.

12.0 Environmental and Noise Control:

The contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations, including contract documents, specifications, and clauses relative to environmental protection and noise control.

13.0 Trucking:

The contractor shall load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. All loads will be covered. Trucks must have current state or local inspection documents available at all times and meet current state and federal safety regulations. Trucks must be cleaned of mud and other objectionable material prior to leaving the work site so as to preclude the tracking or transport of mud, dust, or other objectionable materials, as determined by the Contracting Officer, onto adjacent parking lots, roads, or other areas. All truck drivers shall be U.S. Citizens.

14.0 Material Delivery and Handling:

The contractor shall provide the RS Means, manpower and equipment to accept and unload all materials delivery to any of the facilities covered under this contract. The Government will not accept deliveries, nor will Government equipment and manpower be used for material delivery, unloading, or handling. All delivery persons shall be U.S. Citizens.

15.0 Toilet Facilities:

The contractor will be required to provide and maintain temporary toilet facilities for contractor's personnel as required by EM-385-1-1. Costs for this shall be considered to be included within the coefficients.

16.0 Elevators:

Any temporary use of an existing elevator shall be by arrangement with and subject to the control of the Government. Such use will be of an intermittent nature or as agreed to by the Government. The contractor shall provide and maintain suitable and adequate operation of and protection for the elevator, elevator machinery, the hatchway entrance, and the interior of elevator during the period of temporary use, as approved by the Government. Loads in excess of the rated capacity of the elevator will not be permitted.

The Government will bear the cost of electrical current for the operation of the elevator. On completion of the work, the contractor shall remove the protective coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it, as determined by the Government.

17.0 Safety and Health:

17.1 Applicable Publications: The publications listed below will form a part of any resulting contract to the extent referenced. The publications are referred to in the text by basic designation only.

17.1.1 U.S. Army Corps of Engineers Safety Manual, EM 385-1-1.

17.1.2 Code of Federal Regulation (CFR).

17.1.3 OSHA General Industry Safety and health Standards (29 CFR 1910) Publication V2206; OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1920 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government printing office, Washington, D.C. 20402.

17.1.4 National Emission standards for hazardous Air Pollutants 940 CFR, PART 61).

17.1.5 Federal Standards (Fed. Std.).

17.1.6 313A Material Safety Data Sheets, Preparation and the submission of, per the U.S. Army Corps of Engineers Safety Manual, EM 385-1-1.

17.1.7 Use of Asbestos containing Material, ETL 110-1-118.

17.1.8 Environmental Protection Acts, 40 Code of Federal Regulations and Title with all amendments and revisions, Washington, D.C.

17.1.9 Policy & guidelines for Asbestos Management, DA Circular 40-834.

17.1.10 OHESS (NSA) Indoor Air Quality Guidelines.

## CLAUSES INCORPORATED BY REFERENCE

52.211-6	Brand Name or Equal	AUG 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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



(End of provision)

**CLAUSES INCORPORATED BY FULL TEXT**

**52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)**

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

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

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

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

(End of provision)

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
23.0%	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 **MD Anne Arundel; MD Baltimore; MD Carroll; MD Harford; MD Howard; MD Baltimore City.**

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

U.S. Army Engineer District, Baltimore  
ATTN: District Counsel/CENAB-OC  
Room 6420, City Crescent Building  
10 South Howard Street  
Baltimore, Maryland, 21201

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

<http://farsite.hill.af.mil/>

(End of provision)

**CLAUSES INCORPORATED BY FULL TEXT****52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-33	Notice of Requirement for Project labor Agreement	MAY 2010
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.225-18	Place of Manufacture	SEP 2006
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7008	Only One Offer	OCT 2013
252.223-7001	Hazard Warning Labels	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

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

(2) The small business size standard is 33.5M..

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

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

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

(     ) Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 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.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 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.

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

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

(xvii) 52.225-4, Buy American Act--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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 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.

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

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

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

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

(Contracting Officer check as appropriate.)

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

(A) Basic.

(B) Alternate I.

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

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

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain

Services–Certification.

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2013)

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

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

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.



(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

\_\_\_ (v) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (vi) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

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

identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

## Section 00700 - Contract Clauses

UAI CLAUSES**52.232-5000 Payment for Materials Delivered Off-Site**

(a) Pursuant to [FAR 52.232-5, Payments Under Fixed Price Construction Contracts](#), materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site shall be limited to:

- (1) Materials required by the technical provisions; or
- (2) Materials that have been fabricated to the point where they are identifiable to an item of work required under this contract; or
- (3) Items specifically listed below.

(b) Payment for materials delivered off-site shall be made only after receipt of paid invoices listing the value of material and labor incorporated in the items along with a canceled check showing the prime contractor's title to the items delivered off site. Payment for materials delivered off-site shall be limited to the following items: [*List specific material items to be considered for payment when off-site delivery is made*]

*(End of clause)*

**52.236-5000 Design-Build Contract Order of Precedence (AUG 1997)**

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

- (1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.
- (2) The provisions of the solicitation. (*See also FAR 52.236-21, Specifications and Drawings for Construction*)
- (3) All other provisions of the accepted proposal.
- (4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

*(End of clause)*

**52.236-5001 Personnel, Subcontractors and Outside Associates or Consultants (MAY 2006)**

In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for

evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

*(End of clause)*

**52.236-5002 Government-Furnished Specifications, Drawings, Surveys, and Specifications in the Request for Proposal (JUL 2002)**

This is to clarify [DFARS 252.236-7001, Contract Drawings and Specifications](#), refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

*(End of clause)*

**52.236-5003 Government-Furnished Specifications and Drawings for Construction (JUL 2003)**

This is to clarify [FAR 52.236-21, Specifications and Drawings for Construction](#), refers to any specifications and drawings furnished in the Request for Proposal (RFP). The term "specifications" refers to the design criteria or scope of work, in addition to any attached specifications.

*(End of clause)*

**52.236-5004 Responsibility of the Contractor for Design (MAY 2002)**

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

*(End of clause)*

**52.236-5005 Warranty of Design (MAY 2002)**

(a) The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of special contract requirement 52.236-5004, Responsibility of the Contractor for Design.

(b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.

(d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

*(End of clause)*

#### **52.236-5006 Deviating from the Accepted Design (JUN 2002)**

(a) The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed design, before proceeding with the revision.

(b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed design.

(c) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

*(End of clause)*

#### **52.236-5007 Contractor's Role During Design Process (JUN 1998)**

The contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

*(End of clause)*

#### **52.236-5008 Value Engineering after Award (JUN 1999)**

(a) In reference to [FAR 52.248-3, Value Engineering-Construction](#), the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation

documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

*(End of clause)*

#### **52.236-5009 Partnering (FEB 2000)**

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the <NAME THE USING ORGANIZATIONS AND OTHER CRITICAL PARTIES HERE>, the Contractor, primary subcontractors and designers and the Corps of Engineers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. Any cost associated with effectuating this partnership, excluding travel and lodging cost of Government personnel, will be borne by <<SELECT AN OPTION TO SPECIFY: the Contractor/each party/the Government. The partnering meetings shall be held in [Fill in with Date, Time, Place, etc.].

*(End of clause)*

#### **52.236-5010 Government Re-Use of Design (MAY 2006)**

In conjunction with the [DFARS 252.227-7022, Government Rights \(Unlimited\)](#), the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and as-built documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

*(End of clause)*

#### **52.249-5000 Basis for Settlement of Proposals**

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under [FAR 49.206-2\(b\)](#). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of [FAR 31.205-11](#)).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

*(End of clause)*

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	SEP 2013
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010

52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-9 ALT III (Dev)	Small Business Subcontracting Plan (AUG 2013) Alternate III (Deviation)	SEP 2013
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984



52.232-27	Prompt Payment for Construction Contracts	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.209-7994	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations (Deviation)	OCT 2013

252.215-7008	Only One Offer	OCT 2013
252.216-7006	Ordering	MAY 2011
252.219-7003 (Dev)	ALT I Small Business Subcontracting Plan (DoD Contracts)(Aug 2013) Alternate I	SEP 2013
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
  - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of specified in each task order for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those

supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$103,000,000.00;

(2) Any order for a combination of items in excess of \$103,000,000.00; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years from the award date.

(End of clause)

#### 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$103,000,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$5,000.00

dollars.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2009)

(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 Act--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 Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of 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 Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2013)

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

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

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

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

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

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

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

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



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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, 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 construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

“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

(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 distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

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

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

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

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

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

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

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county 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 item or to the construction materials or components listed by the Government as follows:

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country 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 Act-- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.228-1 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 the 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 percent of the bid price or \$103,000,000.00, 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.

(End of provision)

#### 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the

total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

#### 52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations, which will be provided per task order.

(b) Weather conditions will be included per task order.

(c) Transportation facilities will be included per task order.

(d) Additional pertinent information, if any, will be included per task order.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)

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

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

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

-----  
[Contracting Officer shall insert the appropriate DHS contact information or website.]

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

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the award date of the basic contract through five years from that date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

## Section 00800 - Special Contract Requirements

**SPECIAL CONTRACT REQUIREMENTS****EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS**

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or non-responsive bid.

**ARITHMETIC DISCREPANCIES**

- (a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidder:
  - (1) Obviously misplaced decimal points will be corrected;
  - (2) Discrepancy between unit price and extended price, the unit price will govern;
  - (3) Apparent errors in extension of unit prices will be corrected;
  - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

**AVAILABILITY OF CORPS OF ENGINEERS PUBLICATIONS DESCRIPTION**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) [ASSISTdocs.com](http://assistdocs.com) (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

**WAGE DETERMINATIONS**

Wage Determinations as well as the small business minority goals will be issued on a task order basis.



## **SUBMISSION OF INVOICES**

(a) Original invoices for services performed under the contract will be submitted to and payment will be made by:

USACE FINANCE CENTER  
ATTN: DISBURSING  
5722 INTEGRITY DRIVE  
MILLINGTON, TN 38054-5005

(b) A copy of all invoices shall be forwarded to the following for review and certification:

US Army Corps of Engineer District, Baltimore  
Attn: RMO/Chris Anderson  
PO Box 1715  
Baltimore, Maryland 21203-1715

## **WARRANTY OF CONSTRUCTION WORK**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) 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 would be given in normal commercial practice:

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and-

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or suppliers warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

**REQUIRED INSURANCE FOR GOVERNMENT INSTALLATION**

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are 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.

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

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

**TRAINING**

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be

used during training. The Contractor shall videotape the training session on DVD or CD and provide copies to the Government.

#### **SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR**

The Contractor shall furnish the Contracting Officer within 10 days after the award the items of work he will perform with his own forces and the estimated cost of those items. The percentage of work that must be performed by the Contractor is stated in Contract Clause 52.236-1, "PERFORMANCE OF WORK BY THE CONTRACTOR"

#### **DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT**

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201 (b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of Clause)

#### **SUMMARY FOR THE PAYMENT OFFICE**

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each Contract Line Item (CLIN) and SubCLIN item as follows:

- (a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;
- (b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph (a) of this section; and
- (c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

#### **EVALUATION OF CONTRACTOR PERFORMANCE**

As a minimum, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during the contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be DD 2626, and the contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of any unsatisfactory rating either in an individual element or in the overall rating prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

#### **SAFETY ASSURANCE**

Preconstruction Safety Meeting: Representatives of the Contractor shall meet with the Contracting Officer or his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent

to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting.

**Compliance with Regulations:** All work, including the handling of hazardous materials or the disturbance or dismantling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 20 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials, the demolition of structures containing asbestos, and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

**Contractor Responsibility:**

- (a) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents and injuries to the Contracting Officer's Representative within 24 hours of the accident. A written report (ENG 3394) shall be submitted within 72 hours of the accident to the Contracting Officer's Representative.
- (b) The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.
- (c) The Contractor should review the accident-prevention clauses of the contract, the Corps of Engineers General Safety Requirements, EM 385-1-1, latest revision, referred to therein, and the special and technical provisions applicable to safety. The Contractor should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and recordkeeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

**Inspections, Tests, and Reports:** The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. These reports shall be furnished in accordance with the terms contained herein.

- (a) **MATERIALS AND EQUIPMENT:** Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.
- (b) **HAZARDOUS MATERIALS:** The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

**HEAD PROTECTION (HARD HATS)**

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph 05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

## **COMPUTER AIDED DESIGN AND DRAFTING (CADD) REQUIREMENTS**

1.0 General: All contract drawings to be provided under this contract shall be accomplished and developed using computer-aided design and drafting (CADD) software & procedures conforming to the criteria in the contract.

2.0 Graphic Format: Unless a specific file format is specified in the Scope of Work (SOW) for the specific task order, all CADD data shall be supplied in AutoCAD v.2009 native electronic digital format (i.e., DWG) and readable on the MS- XL operating system.

The contractor shall ensure that all digital files and data (e.g., base files, reference files, block libraries) are compatible with the Government's target CADD system (i.e., basic and advanced CADD software, platform), and adhere to the standards and requirements specified in the SOW for each task. The term "compatible" means that data can be accessed directly by the target CADD system without translation, preprocessing, or post processing of the electronic digital data files. It is the responsibility of the contractor to ensure this level of compatibility.

3.0 CADD Standards: CADD drawings shall be prepared in accordance with the Enterprise CADD Standard V5.x or the A/E/C CADD Standard v5.x (Tri-Service CADD Standard) as specified in the SOW for each task. CADD drawings, details, and data shall be prepared in accordance with the above graphic format, with any additional job-specific CADD standards included with this document and utilizing any electronic standards (block libraries, line type libraries, font libraries, etc.) that may be supplied by the government. The Contractor shall submit a written request for approval of any deviations from the Government's established CADD standards. No deviations from the Government's established CADD standards shall be permitted unless prior written approval of such deviation has been received from the Government.

4.0 Ownership: The Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the Government and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement, including any copyright. Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All text, electronic digital files, data, and other products generated under this contract shall become the property of the Government. By reference, the following DFAR clauses are included in this contract as a part of the requirements herein:

- a. 252.227-7013, "Rights in Technical Data – Non-Commercial Items."
- b. 252.227-7016, "Rights in Bid or Proposal Information"
- c. 252.227-7017, "Identification and Assertion of Use, Release, or Disclosure Restrictions"
- d. 252.227-7022, "Government Rights (Unlimited)"
- e. 252.227-7023, "Drawings and Other Data to Become Property of Government"
- e. 252.227-7028, "Technical Data or Computer Software Previously Delivered to the Government."
- f. 252.227-7037, "Validation of Restrictive Markings on Technical Data."

5.0 Government-Furnished Materials: One electronic copy of Enterprise CADD Standard v5.x on CD will be provided with the first Request for Proposal letter. Standard forms and drawing templates are included on the standards disk.

PRIMARY CONTRACTING OFFICER

The Primary Contracting Officer for this action is Carlen Capenos, however, any Contracting Officer holding appropriate warrant authority in the Baltimore District can serve as the Contracting Officer for this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

## CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
252.201-7000	Contracting Officer's Representative	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 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 1826 Calendar days. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

WAGE DETERMINATION FOR SAMPLE

WAGE DETERMINATION DECISION  
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses\*:

Decision No. MD140053 dated 01/31/2014

---

\* WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are setup exclusively to furnish material to the on-site construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2 (1))

General Decision Number: MD140053 01/31/2014 MD53

Superseded General Decision Number: MD20130053

State: Maryland

Construction Type: Building

County: Anne Arundel County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	01/31/2014

CARP0101-019 04/01/2013

North of Route 450 including Ft. Meade

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work and Metal Stud Installation (Excluding Acoustical).....	\$ 26.01	11.93
PILEDRIVERMAN.....	\$ 26.01	11.93

-----  
CARP0132-013 05/01/2013

Remaining Area

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work and Metal Stud Installation) (Excluding Acoustical).....	\$ 26.81	8.13
PILEDRIVERMAN.....	\$ 26.62	8.15

-----  
\* CARP1831-002 04/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.59	8.58

-----  
ELEC0024-012 06/01/2013

	Rates	Fringes
ELECTRICIAN (Including low voltage wiring for and installation of alarms; HVAC controls).....	\$ 35.10	5.25%+14.24

-----  
ELEC0024-013 06/03/2013

	Rates	Fringes
ELECTRICIAN (Communication and Sound Equipment).....	\$ 24.63	11.62

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

-----  
ENGI0037-026 04/01/2013

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 25.43	12.85+a



OPERATOR: Bulldozer.....	\$ 27.38	12.85+a
OPERATOR: Excavator.....	\$ 27.38	12.85+a
OPERATOR: Forklift.....	\$ 27.38	12.85+a
OPERATOR: Gradall.....	\$ 27.38	12.85+a
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.38	12.85+a
OPERATOR: Roller excluding Asphalt.....	\$ 21.80	12.85+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

-----  
IRON0016-012 04/01/2013

	Rates	Fringes
GLAZIER.....	\$ 26.88	17.55
IRONWORKER (Fence Erection-Chain Link/Cyclone).....	\$ 26.63	17.55
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 26.88	17.55
IRONWORKER, SHEETING.....	\$ 27.13	17.55

-----  
PAIN0051-024 06/01/2013

	Rates	Fringes
PAINTER Brush, Roller, Spray, Drywall Finisher/Taper and Paperhanger.....	\$ 24.89	8.91
Industrial.....	\$ 29.18	8.91

-----  
PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

-----  
PLAS0891-006 02/01/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 27.15	9.61

-----  
\* PLAS0891-008 08/01/2012

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler.....	\$ 16.00	3.89
Mixer/Pump.....	\$ 18.00	3.89

Sprayer.....	\$ 22.50	3.89
-----		
PLUM0486-012 06/01/2013		
	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 36.495	16.79
-----		
ROOF0030-032 10/01/2012		
All Areas South of the following line: where the point at which Maryland Route No. 175 crosses into Anne Arundel County from Howard County, southeast on Highway No. 175 into Highway No. 178 into Highway No. 50, then to Highway No. 2 to West Street; east to Bay Bridge Road and follow Bay Bridge Road to the bay.		
	Rates	Fringes
ROOFER, Excludes Installation of Metal Roofs.....	\$ 26.90	10.18
-----		
ROOF0030-034 08/01/2012		
Remainder of Area		
	Rates	Fringes
ROOFER, Excludes Installation of Metal Roofs.....	\$ 24.39	8.48
-----		
SFMD0536-003 01/01/2014		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers) Baltimore City including a 10 mile radius beyond the city limits.....	\$ 31.48	17.32
-----		
SFMD0669-003 07/01/2013		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers) Remaining Areas.....	\$ 31.14	17.62
-----		
SHEE0100-020 01/01/2013		
	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct		

Installation Only).....\$ 30.26 16.65

-----  
SUMD2010-087 08/20/2010

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Mechanical Systems).....	\$ 12.37	3.91
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 22.60	8.26
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 24.20	6.22
CARPENTER (Acoustical Installation Only).....	\$ 16.00	2.60
ELEVATOR MECHANIC.....	\$ 29.11	6.13
LABORER: Common or General.....	\$ 9.64	2.34
LABORER: Grade Checker.....	\$ 16.00	2.90
LABORER: Landscape.....	\$ 10.00	0.00
LABORER: Mason Tender - Brick...	\$ 12.63	1.29
LABORER: Mason Tender - Cement/Concrete.....	\$ 17.81	0.00
LABORER: Mason Tender - Stone...	\$ 14.03	0.00
LABORER: Mason Tender (Pointing, Caulking, Cleaning)...	\$ 12.93	0.00
LABORER: Mortar Mixer.....	\$ 16.61	9.08
LABORER: Pipelayer.....	\$ 16.00	00.00
MASON - STONE.....	\$ 29.82	10.05
OPERATOR: Asphalt Roller.....	\$ 21.35	5.38
OPERATOR: Backhoe.....	\$ 22.78	5.94
OPERATOR: Boom.....	\$ 21.44	8.29
OPERATOR: Crane.....	\$ 20.17	4.64
OPERATOR: Grader/Blade.....	\$ 16.75	5.79
OPERATOR: Loader.....	\$ 17.25	

PLUMBER.....	\$ 27.91	10.85
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....		
	\$ 19.75	
SCAFFOLD BUILDER.....	\$ 16.60	0.56
SHEET METAL WORKER (Excluding HVAC Duct and Metal Roof Installation).....		
	\$ 26.08	7.29
SHEET METAL WORKER (Metal Roof Installation Only).....		
	\$ 20.71	6.23
TILE FINISHER.....	\$ 17.08	2.10
TILE SETTER.....	\$ 21.38	4.65
Truck Driver, Dump.....	\$ 15.40	1.96
TRUCK DRIVER: Tractor Haul Truck.....		
	\$ 17.87	9.98

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION