

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
		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
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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 <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY: CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE	30C. DATE	TEL: EMAIL:
		31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

Section 00010 - Solicitation Contract Form

THIS PROJECT WILL BE AWARDED USING SOURCE SELECTION PROCEDURES. To be eligible for award, your firm(s) must be registered in the Central Contractor Registration (CCR) database per DFARS 252.204-7400 Alternate A, <http://www.ccr.gov> and in the Online Representation and Certifications Application (ORCA) dated per FAR 52.204-7, <http://orca.bpn.gov/>. See Section 00700.

INTENT TO AWARD WITHOUT DISCUSSIONS: The Government fully intends to evaluate proposals and award the contract *without* discussions with Offerors. However, the Government reserves the right to clarify certain aspects of the proposals or conduct discussions providing an opportunity for the Offeror to revise its proposal. Therefore, each initial offer should contain the Offeror's best terms and conditions from a technical and price standpoint. Offerors should not assume that they would be contacted or afforded an opportunity to qualify, discuss, or revise their proposals. Award may be made to firms other than those submitting the lowest evaluated price.

NAICS CODE is 237990. The size standard is \$33.5 million.

PRE-PREPOSAL CONFERENCE is scheduled for **July 19, 2011 at 10:00 am** in the **Auditorium at the Naval Undersea Museum, Keyport, Washington**. During Part Two of the solicitation, a pre-proposal conference and site visit are scheduled: See Section 00100 FAR Clause 52.236-27 Site Visit (Construction) (FEB 1995) – Alternate I (FEB 1995).

FACSIMILE TRANSMISSIONS OF PROPOSALS, acknowledgement of amendments or modifications of proposals in not allowed. See Section 00100.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.		

P-990 (Construction)
FFP

The contract requirements include providing all labor, materials, and equipment to construct Explosives Handling Wharf #2 (EHW-2) at NBK, Bangor, WA. The project provides a reinforced concrete working surface deck, a warping wharf, and an approach trestle. Project P-990 also includes a steel cover for the working surface deck, power utility booms, hardened guard gun positions, and a waterfront support building.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.		

P-990 (Cranes)
FFP

This project provides for new construction of two (2) traveling overhead crane systems; each with a span of approximately 200 feet and minimum 120 ton capacity.

FOB: Destination

NET AMT

Section 00100 - Bidding Schedule/Instructions to Bidders

1. Prequalification of Sources. The Prequalification of Sources represents Part One of a two-part solicitation for the construction of MCON P-990, Explosives Handling Wharf #2 (EHW-2), Naval Base Kitsap, Bangor, Washington. Part Two of the solicitation will be the Source Selection.

It is anticipated that plans and specifications will be available in November of 2011. Please review paragraph 8, Special Security Controls for MCON P-990, for information on obtaining plans and specifications.

The formation of the MCON P-990 Qualified Firms List represents the conclusion of the Part One – Prequalification of Sources. The solicitation’s Part Two, Source Selection, will commence when the final plan and specifications are available for distribution.

Only Qualified Firms are eligible to submit proposals in Part Two, Source Selection. Firms that do not demonstrate proven competence to perform the requirements of MCON P-990 cannot be placed on the MCON P-990 Qualified Firms List.

2. Pre-Proposal Inquiries. Offerors who determine that the technical and/or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing. The pre-proposal inquiry format is provided in Section 00100 **Attachment A**, Pre-Proposal Inquiry Form. Pre-Proposal Inquiries shall be submitted via e-mail to scott.c.blair@navy.mil. Pre-proposal inquiries will be accepted up to ten (10) days prior to due date of the Prequalification proposals. A date for submission of inquiries pertaining to Part Two will be provided in the amendment to Offerors competing in Part Two of the solicitation. Pre-proposal inquiries for Part Two shall be submitted via e-mail to scott.c.blair@navy.mil. Pre-Proposal inquiries will be accepted up to ten (10) days prior to due date of Part Two proposal.

3. Solicitation Information on NECO Website. The solicitation and all amendments for Part One will be available for viewing and downloading at <https://www.neco.navy.mil> upon issuance. Prospective Offerors must register themselves on the NECO website. This is the only method of distribution for the solicitation and amendments for Part One. It is the OFFEROR’S RESPONSIBILITY TO CHECK THE NECO WEBSITE PERIODICALLY FOR ANY AMENDMENTS ISSUED TO THE SOLICITATION. The Plan Holders List is available at the NECO website.

4. Proposal Format and Due Date.

4.1 Part One Prequalification proposals shall be submitted electronically as follows:

Offerors shall submit proposals electronically. All submittals for Part One shall be emailed as a PDF file to the contract specialist at scott.c.blair@navy.mil. The subject line of the email must contain the solicitation number “N44255-11-R-9004 ~ PREQUALIFICATION PROPOSAL – (Insert Company Name)”.

Whenever possible use the forms provided; however, Offerors may substitute their own forms as long as the information submitted is substantially the same as that shown on each form. Paper dimensions shall be 8 ½” x 11”. The font size shall be no smaller than 11 pitch.

Each electronic file submitted as an attachment to an email transmission shall not exceed 10 megabytes in size. If the aforementioned electronic file exceeds 10 megabytes, divide data into separate files so as not to exceed 10 megabytes per file. Due to file size limitations, each electronic file should be attached to a

separate email. Files shall be named as stated previously with the addition of “email X of X” (e.g. email 1 of 2) in the subject line.

Late submissions shall be handled in accordance with FAR 52.215-1, INSTRUCTIONS TO OFFERS – COMPETITIVE ACQUISITION (JAN 2004) reference subparagraphs (c)(3)(ii)(A) and (1), and FAR 15.208.

Offerors shall allow sufficient time for electronic submission of proposals. Special attention is called to FAR 15.208 which states, “Any proposal, modification, or revision, that is received at the designated Government office (ie, email address) in the solicitation after the exact time specified for receipt of proposals is “late” and will not be considered unless it is received before award is made; and (1) If it was transmitted through an electronic commerce method authorized by the solicitation (ie, email), it was received at the initial point of entry to the Government infrastructure **not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals**; or (2) It is the only proposal received.

It is the Offeror’s responsibility to ensure sufficient time is provided for electronic submissions to be processed through the Government’s electronic point of entry.

CLOSING DATE AND LATE SUBMISSIONS. The closing date and time for receipt of electronic Proposals for Part One Prequalification of Sources shall be received no later than 2:00 p.m. local time, on August 17, 2011. NO FACSIMILE PROPOSALS WILL BE ALLOWED.

4.1.1 A cover letter shall accompany the technical proposal and shall include:

- (a) The solicitation number;
- (b) The name, address, telephone and facsimile numbers, and e-mail addresses of the Offeror.
- (c) Names, titles, phone numbers, facsimile numbers, and e-mail addresses of persons authorized to negotiate on the Offeror’s behalf with the Government in connection with this solicitation, and;
- (d) Name, title, and signature of person authorized to sign the proposal.
- (e) DUNS # as required by FAR 52.204-7.
- (f) Acknowledgement of all amendments.

4.1.2 Submit as separate electronic documents the following: technical proposal for Factor 1 ~ Relevant Experience, Factor 2 ~ Past Performance, Sub-factor 3.A ~ Crane Supplier, and Factor 4 ~ Safety.

4.1.3 Offerors are required to submit their **Responsibility Determination Information Submission** as part of their PART ONE electronic proposal submission but separated for clarity purposes, as described in paragraph 7 below.

4.2 Part Two proposals shall be submitted electronically as follows:

Offerors shall submit proposals electronically. All submittals for Part Two shall be emailed as a PDF file to the contract specialist at scott.c.blair@navy.mil. Submit as separate electronic documents the following: technical proposal for Factor 3 ~ Technical, Sub-factor 3.B ~ Construction Techniques and Scheduling; Factor 5 ~ Small Business Utilization; and price proposal.

Whenever possible use the forms provided; however, Offerors may substitute its own forms as long as the information submitted is substantially the same as that shown on each form. Paper dimensions shall be 8 ½” x 11”. The font size shall be no smaller than 11 pitch.

CLOSING DATE AND LATE SUBMISSIONS. The closing date and time for receipt of electronic Technical and Price Proposals for PART TWO is 2:00 p.m. PST, on Friday, January 27, 2012. NO FACSIMILE PROPOSALS WILL BE ACCEPTED.

4.2.1 A cover letter shall accompany the price proposal and shall include:

- (a) The solicitation number;
- (b) The name, address, telephone and facsimile numbers, and e-mail addresses of the Offeror.
- (c) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (d) Names, titles, phone numbers, facsimile numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation, and;
- (e) Name, title, and signature of person authorized to sign the proposal.
- (f) DUNS # as required by FAR 52.204-7.
- (g) Acknowledgement of all amendments.
- (h) Name of crane supplier being submitted for Part Two proposal.

4.3 Bid bonds shall be submitted in hard copy as follows:

(1) Mailing Address including regular and express mail:

Naval Facilities Engineering Command, Northwest
Attn: Scott Blair

1101 Tautog Circle, Suite 203
Silverdale, Washington 98315-1101

NOTE: The address listed above is within a controlled area (badge access required).
Or Hand Deliver to the address specified above.

5. False statements. The submissions must set forth full, accurate, and complete information as required by this solicitation. The penalty for making false statements in this prequalification submission is prescribed in 18 U.S.C. 1001.

6. EVALUATION FACTORS FOR AWARD

1. The Source Selection will include a Prequalification of Sources and Source Selection Phase.
 - For those offerors who compete in both Part One and Part Two, the offeror's proposal shall be defined as all information that was submitted in response to the requirements of both parts of the solicitation.
 - The Government will evaluate each proposal as a whole on the basis of price and technical merits and award to the offeror whose offer represents the best value to the Government.
 - Price information, provided during Part Two, will not be rated but will be evaluated in accordance with the RFP.
2. The relative order of importance of the technical evaluation factors, sub-factors, and price is:
 - a. Technical Factors 1, 2, 3, 4, and 5 are approximately equal to each other in importance.
 - b. Factor 3, Sub-factors A and B are approximately equal to each other.
 - c. Sub-factor 3.A, Sub-factors 3.A(i), 3.A(ii), and 3.A(iii) are approximately equal to each other.
 - d. Factor 5, Sub-Factors 5.A and 5.B are approximately equal to each other.
 - e. Technical Factors 1 through 5, when combined, are approximately equal to price.

Following the review, evaluation, and rating of Part One proposals, the Government shall select a maximum of (5) five of the most qualified offerors to receive the technical requirements package and to participate in Part Two of this solicitation.

Offerors are allowed to submit up to three potential crane suppliers under Sub factor 3A.

Offerors will be able to revise proposed crane contractor during Part 2 of the solicitation if necessary.

The Source Selection Phase will be conducted only with prequalified offerors receiving a technical rating of "Satisfactory" or higher during the Prequalification phase. Only prequalified offerors will receive the plans and specifications containing Sub-factor 3.B, Factor 5, and price related requirements.

If past performance, experience or safety data is supplied for a firm that does not match the proposer's CAGE CODE or DUNS NUMBER, the proposer must provide a detailed written explanation of how the past performance/experience/safety data is relevant. For example, if a proposal is from a newly formed subdivision of a parent company and uses past performance from the parent company or another subdivision with a different CAGE CODE or DUNS NUMBER, the offeror must demonstrate how the same policies and procedures, processes and management systems will be used in the newly formed firm and delineate why there is an expectation that the same high quality of past performance, relevant experience and safety will be achieved. If experience is cited that was gained through another firm with a different CAGE CODE or DUNS NUMBER, the proposal must clearly show how this experience is relevant to the offeror's ability to perform the requirements of this contract. Failure to provide this information could result in a lower rating. Failure to provide an adequate connection or link, as described above, between the offeror and the submitted experience, past performance, or safety information could result in a lower rating.

6.1 Price:

(1) Solicitation Submittal Requirements:

(a) Offeror will complete and submit the following:

- 1) Cover letter in accordance with FAR 52.215-1(c)(2), including DUNS number (if a JV, then include DUNS for JV and for each managing partner under JV);
- 2) Standard Form 1442 (Solicitation, Offer, and Award) - Blocks 14 through 20c;
- 3) Acknowledgement of all amendments;
- 4) Pricing Schedule for Contract Line Items 0001 and 0002, **Attachment B**;
- 5) Completed Section 00600 (Representations & Certifications);
- 6) Completed Proposed Change Order Markup Rates/Extended Overhead Rates, **Attachment C**;
- 7) Completed Proposed Change Order Markup Rate Worksheet, **Attachment C**; and
- 8) Executed Bid Bond (to be submitted hard copy, notarized original); and a copy of the agent's authority to sign bonds for the surety company shall accompany the bid bond.

(2) Basis of Evaluation

- (a) The Government will evaluate price based on the total evaluated price. Total evaluated price consists of the price of Contract Line Items (CLINs) 0001, 0002, and the Change Order Markup Rates, **Attachment C**.
- (b) For evaluation purposes, the total evaluated price will include the following:

- (1) Price will be evaluated using Line 34 of NAVFAC Form 4330/43 (8/88), **Attachment D**. Line 34 represents the sum of the offerors CLINs 0001, 0002, and Line 33. Line 33 represents a hypothetical change to the project and its associated cost. However, it shall be noted that ultimate award of the contract will be in the amount of CLINs 0001, and 0002, and the successful offeror's proposed markup rates will be included in the contract award for use on future modifications. A sample NAVFAC Form 4330/43 (8/88) is provided as **Attachment D**.
 - (2) Evaluation of the price proposal will determine the reasonableness of the offeror's proposal.
 - (3) Evaluation will determine the offeror's comprehension of the requirements of the RFP as well as to assess the degree to which the proposed price accurately reflects proposed performance.
 - (4) A price found to be either unreasonably high or unrealistically low in relation to the proposed work may negatively impact the offeror's ranking.
- (c) In accordance with FAR 15.404-1, Proposal Analysis Techniques, analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:
- (1) Comparison of total proposed price received in response to the solicitation;
 - (2) Comparison of proposed price received in response to the solicitation to the Independent Government Estimate;
 - (3) Comparison of proposed price received in response to the solicitation with available historical information;
 - (4) Comparison of proposed price received in response to the solicitation with market research;
 - (5) Analysis of congruence between technical and price proposals to determine the reasonableness of the proposed prices as well as potential performance risk.

INSTRUCTIONS FOR COMPLETING ATTACHMENT D, PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION FORM

- Using NAVFAC Form 4330/43 (8/88), **Attachment D**, enter offeror's CLINs 0001, and 0002 amount on line 3 under the heading titled "Revisions/Comments".
- **Attachment D** contains pre-established mathematical formulas for the express purpose of reducing offerors' calculation errors and assisting in evaluating an offeror's price. Revising the formulas, or adding, deleting, or revising any other portion of the form may result an unclear or ambiguous price, thereby making the offer ineligible for award without discussions.
- Enter 2% of offeror's CLINs 0001, and 0002 price on Line 8.
- Enter 3% of offeror's CLINs 0001, and 0002 price on Line 18.
- Enter proposed change order markup rates from **Attachment C** on lines 9, 19, 20, 22, 27, 28, & 30.
- The subtotal cost (Line 33) will be calculated using the information entered above.
- Line 34 is calculated as the sum of CLIN 0001, 0002, and Line 33.

ADDITIONAL INFORMATION RELATED TO THE CHANGE ORDER MARKUP RATES

- The Change Order markup rates, **Attachment C**, will become part of the successful offeror's resultant contract and will be applied to the direct costs of contract modifications with a cumulative total value of up to 10% of the original contract award amount.
- Any modification exceeding 10% of the original contract award amount will be negotiated in accordance with FAR Part 15, DFAR Part 215, and any other applicable Federal Regulations.
- The change order markup cost elements will be used as the markups for both additive and deductive modifications for both the prime and subcontractors.
- If an offeror proposes rates in excess of NAVFAC'S standard rates, the awardee shall provide accounting information substantiating all rates within 15 days of award. Based on the information provided, the rates may be adjusted for use on future modifications.
- Field Overhead will be evaluated as a percent mark-up and not a direct cost to the change proposal.
 - Field overhead costs cover indirect costs incurred in this project that are chargeable only to this contract and include costs incurred at the job site incident to the performance of work, including but not limited to the cost of engineering, job site supervision, engineer, secretaries, tool shed keeper, temporary office supplies, protection, barricades (rented), haul roads, clean-up, progress reports, equipment, superintendent's truck, truck for clean-up, and fringe benefits for supervisory and administrative personnel.

6.2 TECHNICAL FACTORS:

(1) FACTOR 1, RELEVANT EXPERIENCE:

Definitions:

- Any project submitted under Factor 1 that has not been submitted under Factor 2 will not be evaluated under Factor 1 and puts the offeror at risk of receiving a lower rating for Factor 1.
- A project is defined as a single function contract or task order under an indefinite quantity or on-call contract.
- Prime Contractor Experience measures the degree an offeror has completed relevant projects to subject solicitation.
- Relevant projects mean construction projects similar in project scope, construction features, dollar value and complexity. Projects submitted outside these parameters, will be assigned lower ratings.
 - Similar scope and construction features are considered projects involving a combination of heavy waterfront construction and pile driving.
 - Similar dollar value is considered projects of \$100 million or greater.
 - Similar complexity is considered as managing projects with limited site access and lay-down area, compliance with complex environmental regulations, and work in a marine environment.
- The term "substantially complete" shall mean that more than 80% of the project has been performed.
- "Within the past ten (10) years" shall mean from the date of the submission to ten (10) years prior.
- A joint venture (JV) is defined as a contractual, legally binding agreement joining two or more parties for the purpose of executing a particular business undertaking. The joint venture firm has its own CAGE Code and DUNS number. All parties agree to share in the

profits and losses of the enterprise. This is in contrast to a strategic alliance or teaming arrangement between two or more parties which involves no equity stake by the participants, and is a much less rigid arrangement.

(a) Submittal Requirements. The solicitation will require each offeror to:

1. Submit a maximum of seven (7) and no less than five (5) relevant construction projects completed or substantially completed within the past ten (10) years where you were the Prime Contractor and best demonstrates your relevant construction experience to the RFP requirements. Offeror is at risk of receiving a lower rating if fewer than five (5) relevant construction projects are submitted.
2. Complete the “Individual Project Data Sheet”, **Attachment E**, for each project. Each Project Data Sheet package may not be longer than six (6) pages in length.
3. Joint Venture offers **MUST INCLUDE AT LEAST TWO PROJECTS FOR EACH PARTNER**. If the Joint Venture includes more than two firms, the team’s submission shall include at least one project for each firm. Offeror is at risk of receiving a lower rating if the minimum number of projects for each firm is not submitted. If the offeror cannot meet this requirement, please provide a written explanation.
4. Projects may include work with federal, state, or local governments, as well as private industry. Firms are responsible for providing project description and applicable experience in sufficient detail to permit evaluation of project relevancy.
5. Include a current point of contact and contact number for each project.

(b) Basis of Evaluation

1. The Government will evaluate this factor based on the degree to which the offeror’s recent (within the past ten (10) years) relevant experience with respect to dollar value, scope (type of work), and complexity (degree of difficulty) compare to the solicitation requirements.
2. Projects submitted by Joint Ventures, where the joint venture partnerships performed together (either as joint venture partners or in a prime-sub relationship), may be given more weight than submitted projects in which the Joint Venture firms did not perform together.
3. Firms unable to demonstrate proven competence and bondability to perform projects similar to requirements of the RFP may be considered ineligible for award.
4. Failure to include a current point of contact with contact number may negatively impact an offeror’s rating.
5. Higher ratings **may** be given for demonstration of the following:
 - a) Previous experience driving 48 inch diameter or larger steel pipe piles to support foundations in marine environments.
 - b) Previous experience driving piles greater than 150 feet in length.
 - c) Previous experience constructing large over water steel structures.

(2) FACTOR 2, PAST PERFORMANCE:

Definitions:

- The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements.

(a) Submittal Requirements. The solicitation will require each offeror to:

1. For each project submitted for Factor 1, offerors shall have the client complete a Past Performance Questionnaire (PPQ), **Attachment F** and the offeror shall submit the PPQ with its proposal.
2. Offerors are required to provide PPQs with their proposal.
3. Submit correct phone numbers and email addresses for the client point of contact. In cases where the validity of the completed PPQ is questioned, the Government may contact the reference for verification or additional information.
4. Firms are encouraged to describe problems encountered on projects submitted for past performance and describe the corrective action taken to resolve the issue(s).
5. 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) using all CAGE/DUNS numbers of team members (partnership, joint venture, or parent company's subsidiary or affiliate identified in the offeror's proposal), inquiries of owner representative(s), and any other known sources not provided by the offeror.

(b)Basis of Evaluation:

1. The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering the offeror's record of conforming to specifications; compliance with contractual terms and conditions; commitment to customer satisfaction; technical data/report preparation; successful quality control procedures; adherence to schedules; a history of reasonable and cooperative behavior; and safety compliance.
2. There are two aspects to the past performance evaluation.
 - a. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection.
 - i. Common aspects of relevancy include similarity of service/support, complexity, dollar value, contract type and degree of subcontract/teaming.
 - b. The second assessment will evaluate how well the contractor performed on the contracts submitted under Factor 1, Relevant Experience
3. Projects submitted by Joint Ventures, where the joint venture partnerships performed together (either as joint venture partners or in a prime-sub relationship), may be given more weight than projects submitted where the Joint Venture firms did not perform together.
4. Failure to provide detailed, current, accurate and complete past performance information may result in lower ratings.
5. Failure to provide requested data or to provide an accessible point of contact (POC) may negatively impact a firm's rating.

6. In the case of an offeror without a record of relevant past performance, the offeror may not be evaluated favorably or unfavorably on past performance. Offeror will receive a neutral rating.

(3) FACTOR 3, TECHNICAL:

SUBFACTOR 3.A – CRANE SUPPLIER

Definitions:

- The new facility will require two 120 ton capacity overhead electric traveling (OET) cranes that will span approximately 190 feet. Crane design and fabrication will be per the requirements of Crane Manufacturers Association of America (CMAA) Specification #70, Class D, with a hoisting height of approximately 130 feet. A number of design enhancements and special features are required for the crane to comply with the Navy's P-307 crane program, operational safety and operational redundancy, and could include hoist broken shaft detection system, selectable redundant crane travel drive and hoisting systems, brake drum/rotor scrubbing system, hoist mis-reeving detection system, load indicating device with digital readout in operator's cab and on radio controller, main hoist brake actuating directly on the wire rope drum and a laser based collision avoidance system. The cranes will require a full operator's cab with radio control backup.
- Any project submitted under Sub-factor 3.A(i) that has not been submitted under Sub-factor 3.A(ii) will not be evaluated under Sub-factor 3.A(i) and puts the offeror at risk of receiving a lower rating for this Factor.
- A project is defined as a single function contract or task order under an indefinite quantity or on-call contract.
- Relevant projects mean crane design and fabrication projects similar in tonnage capacity, and span. Projects submitted outside these parameters, may be assigned lower ratings.
 - Similar crane capacity and span are considered overhead cranes designed and fabricated to have a minimum 60 ton capacity with a minimum span of 120 feet.
 - The term “substantially complete” shall mean that more than 80% of the project has been performed.
- “Within the past ten (10) years” shall mean from the date of the submission to ten (10) years prior.

Basis of Evaluation:

The Government will evaluate this factor based on the degree to which the offeror’s crane supplier(s) meet the RFP requirements.

SUBFACTOR 3.A(i) – Crane Supplier Relevant Experience

(a) Submittal Requirements. The solicitation will require each offeror to:

1. Propose at least (1) crane supplier and up to a maximum of three (3) crane suppliers.
2. Submit at least one (1) and up to a maximum of three (3) overhead crane projects completed or substantially completed for each crane supplier submitted within the past ten (10) years that best demonstrates the crane supplier’s relevant experience to the RFP requirements. Offeror is at risk of receiving a lower rating if proposal does not include at least one (1) relevant overhead crane project for each crane supplier submitted.

3. Complete the “Individual Project Data Sheet”, **Attachment E**, for each project. Each Project Data Sheet package may not be longer than four (4) pages in length.
4. Project descriptions should demonstrate the crane supplier’s ability to perform all of the following: design, fabrication, equipment electrification, assembly, crane installation, crane testing, and operational training.
5. Projects may include work with federal, state, or local governments, as well as private industry. Firms are responsible for providing project description and applicable experience in sufficient detail to permit evaluation of project relevancy.
6. Include a current point of contact and contact number for each project.

(b) Basis of Evaluation

1. The Government’s evaluation will assess the contractor’s recent (within the past ten (10) years) and relevant experience with respect to overhead crane tonnage and span.
2. Firms unable to demonstrate proven competence to perform projects similar to requirements of the RFP may receive a lower rating or be considered ineligible for award.
3. Failure to include a current point of contact with contact number may negatively impact an offeror’s rating.

SUBFACTOR 3.A(ii) – Crane Supplier Past Performance

Definitions:

- The past performance evaluation results in an assessment of the offeror’s probability of meeting the solicitation requirements. The past performance evaluation considers each offeror’s demonstrated recent and relevant record of performance in supplying products and services that meet the contract’s requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror’s recent past performance, focusing on performance that is relevant to the contract requirements.

(a) Submittal Requirements. The solicitation will require each offeror to:

1. Submit a Past Performance Questionnaire (PPQ), **Attachment F** for each crane supplier submitted and the offeror shall submit the PPQ with its proposal.
2. Provide PPQs with their proposal.
3. Submit correct phone numbers and email addresses for the client point of contact. In cases where the validity of the completed PPQ is questioned, the Government may contact the reference for verification or additional information.
4. Describe problems encountered on projects submitted for past performance and describe the corrective action taken to resolve the issue(s).
5. 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) using all CAGE/DUNS numbers of team members (partnership, joint venture, or parent company’s subsidiary or affiliate identified in the offeror’s proposal), inquiries of owner representative(s), and any other known sources not provided by the offeror.

(b) Basis of Evaluation:

1. The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering the offeror's record of conforming to specifications; compliance with contractual terms and conditions; commitment to customer satisfaction; technical data/report preparation; successful quality control procedures; adherence to schedules; a history of reasonable and cooperative behavior; and safety compliance.
2. There are two aspects to the past performance evaluation.
 - a. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection.
 - i. Common aspects of relevancy include similarity of service/support, complexity, dollar value, contract type and degree of subcontract/teaming.
 - b. The second assessment will evaluate how well the contractor performed on the contracts submitted under Factor 3.A(i), Crane Supplier Relevant Experience.
3. Failure to provide detailed, current, accurate and complete past performance information may result in lower ratings.
4. Failure to provide requested data or to provide an accessible point of contact (POC) may negatively impact a firm's rating.
5. In the case of a crane supplier without a record of relevant past performance, the offeror may not be evaluated favorably or unfavorably on past performance. Offeror will receive a neutral rating.

SUBFACTOR 3.A(iii) – Crane Supplier Quality Control

The Government will evaluate the offeror's Quality Control organization and processes to ensure product compliance to requirements.

(a) Submittal Requirements. The solicitation will require each offeror to: Submit no more than six pages. Any pages submitted after the sixth page will not be considered. Submit a written description for each crane supplier submitted of the offeror's internal quality control and quality assurance systems along with a listing of corporate QC procedures used during crane fabrication. Description should include the processes used to maintain quality control during fabrication including roles of personnel involved and procedures implemented. Include how the quality assurance organization monitors fabrication efforts and its communication chain with reporting requirements to higher levels of management. Describe how quality assurance of the crane supplier's subcontractors and vendors is accomplished and documented. Describe the quality control and quality assurance processes and how they will be utilized for this project to ensure the delivered cranes meet the specified requirements. In addition to the description, the offeror shall submit the following:

For each crane supplier proposed, Offeror shall:

1. Submit a list of recent audits conducted by a third party. Findings from the audit shall be included.
2. Submit any external certification or accreditations.
3. Submit a quality control organizational chart reflecting its interaction with other departments and should only reflect position titles. The chart should clearly depict the lines of oversight and reporting.

(b) Basis of Evaluation:

1. The Government will evaluate each of the crane supplier's quality control and quality assurance programs. A satisfactory program will confirm the program is based on adequate documented procedures and processes; QA operations are conducted independent from lower level production oversight; the QC program is effectively being implemented during critical project processes; and the program indicates a separation of quality control vice quality assurance verifications.

(4) FACTOR 4, SAFETY

The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror.

(a) Submittal Requirements. The solicitation will require each offeror to:

The Offeror shall complete and submit the **Attachment G**. For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.

1. Experience Modification Rate (EMR):

For the current and five (5) previous complete calendar years [current and five (5) previous complete years], submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a five (5) year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

2. OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

Submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate and OSHA Forms 300 and 300A for the five (5) previous complete calendar years. The DART rate shall be calculated as required by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

3. Technical Approach for Safety:

Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(b) Basis of Evaluation:

The Government will evaluate this factor based on the degree to which an offeror's past safety record reflects a trend of satisfactory performance and the offeror's commitment to perform safely on this project.

(5) FACTOR 3, TECHNICAL:

SUBFACTOR 3.B – Construction Techniques and Scheduling

(a) Submittal Requirements. The solicitation will require each offeror to:

1. Provide a maximum of a ten (10) page narrative based on the requirements of the plans and specifications that describe the offeror's ability to ensure a completion of the project at or within 1340 days from contract award. Any information after the tenth page will not be considered. The narrative shall address, but is not limited to, the following:

Schedule:

- a) Scope of work.
- b) Anticipated sequence of construction.
- c) Anticipated critical path and critical path mitigation factors.
- d) Long lead items.
- e) Anticipated security restrictions and resulting delays.
- f) Weather delay and use of project calendars.

Technical Approach:

- a) Approach to manufacturing process, delivery, staging, and installation procedure for steel pipe piles.
 - b) Proposed delivery method of piles.
 - c) Approach to environmental requirements for Marbled Murrelet and marine mammal monitoring requirements.
 - d) Approach to working with a lay-down area remote to work-site.
2. Additionally provide a preliminary network analysis schedule (NAS) hardcopy in 11"x17" format not to exceed 250 activities and/or milestones. Hardcopy shall fit within width of each sheet; Activity ID, Activity Name, Original Duration, Total Float, Start and Finish dates, and standard Gantt. Organize by Start date from earliest to latest. The schedule shall address the requirements of the plans and specifications within a work breakdown structure (WBS) of primary construction activity and milestones that demonstrates the proposers understanding and organization of planned work. In addition include, but not limited to, the following: construction duration, contract and primary milestones, permits, primary and critical work activity, administrative submittals, long lead items, technical submittal, procurement, other work restrictions, and all critical path construction submittals including those submittals that must be accepted/approved before construction work can begin. As described in narrative security and weather delay shall be addressed by NAS project calendars and assigned to anticipated activity impacted.

(b) Basis of Evaluation:

Evaluation of this factor will be a subjective assessment of the degree to which the proposal demonstrates an understanding of the technical and schedule aspects of the project.

(6) FACTOR 5, SMALL BUSINESS UTILIZATION

Factor 5 consists of two Subfactors:

- 5A - Past Performance in Utilizing Small Business Concerns
- 5B - Small Business Participation.

The evaluation of Subfactors 5A and 5B are of equal importance to the determination of the Technical Rating.

NOTES: Definitions: “SB” as used herein, is intended to include Small Business concerns, Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), Historically Underutilized Business Zone Small Business concerns (HUBZone), Veteran-Owned Small Business concerns (VOSB), and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB). All small business programs are self-certifying programs with the exception of HUBZone certifications, see note 2.

HUBZone SB Certifications: Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the Central Contractor Registration (CCR) website at www.ccr.gov. It is the responsibility of the prime contractor to periodically check the CCR as certifications are subject to change.

Subfactor 5.A – Past Performance in Utilization of Small Business Concerns

(a) Submittal Requirements: Proposals that do not include responses addressing **ALL** elements of the requirements stated below must include an explanation why that element is not addressed.

1. Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror’s contracts referenced under Factor 2, Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than five evaluation ratings are provided, only the first five will be considered.
2. Provide information on national and industry-issued awards that offerors received for outstanding support to SB concerns within the past five (5) years. Include purpose, issuer, and date of award(s). National and industry-issued awards received beyond five (5) years will not be considered.
3. Provide information on previous, existing, planned or pending mentor-protégé agreements (MPA) under any Federal Government or other program held within the last five years. Information should include, at a minimum, the members, objectives, period of performance, and major accomplishments during the MPA.
4. Provide information on past use of Community Rehabilitation Program (CRP) organizations certified under the AbilityOne Program by NISH or the National Industry for the Blind (NIB).

Information should include the contract type, type of work performed, period of performance, and number of employed severely handicapped persons.

5. Provide small business subcontracting history. Large businesses with Federal contracting experience shall provide completed or most recently approved SF294s “Subcontracting Report for Individual Contracts” or Individual Subcontracting Reports (ISRs) on all contracts referenced under Factor 2, Past Performance. Reports for recently completed projects are desired, however, in the absence of recently completed project reports, interim reports may be considered if the project is at least 80% complete. If more than five (5) reports are provided, only the first five (5) will be considered. If goals were not met on submitted contracts, provide an explanation as to why. Newly established Large Businesses, or Large Businesses with no prior SF294/ISR history, shall submit a subcontracting history on **Attachment H**, Small Business Past Performance.

6. Small Business proposers shall provide a subcontracting history on **Attachment J**, Small Business Past Performance.

7. If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

8. If the Offeror is a Joint Venture, Partnership LLC or other entity consisting of more than one entity, provide past performance information, elements 1) through 6), for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.

(b) Basis of Evaluation:

1. The extent to which the proposal demonstrates the proposer’s level of past performance in utilizing Small Business (SB) concerns, AbilityOne, Mentor-Protégé Agreements, and other socio-economic programs, as defined in FAR Parts 26.1 and 26.2, in subcontracting, and in meeting established Small Business subcontracting goals.

2. The Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor Appraisal Support Systems (CCASS)), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS)).

Subfactor 5.B – Small Business Participation

(a) Solicitation Submittal Requirements:

1. Identify, in terms of dollar value and percentage, the extent of work you will perform as the prime contractor. If submitting an offer as a Joint-Venture (JV), identify the dollar value and percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.

2. If you are a Large Business offeror, submit a Small Business Subcontracting Plan for this project in the format provided in **Attachment I**, Small Business Subcontracting Plan for Large

Businesses. If you are a Small Business offeror, submit a subcontracting participation breakdown in the format provided in **Attachment J**, Proposed Subcontracting Breakdown for Small Business. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. The offeror may provide a demonstration of commitments in planned subcontracts by listing multiple names of companies that will be used to support specific small business categories such as SB, SDV, WOSB, HUBZONE SB, VOSB, and SDVOSB. Offerors which, at the time of submission of proposals, have negotiated firm commitments with specific small business concerns shall identify by name the small business concerns with whom they have a firm commitment, which may be viewed more favorably than offerors which have not made firm commitments.

The following will be evaluated on all proposals:

1. The extent to which the proposal demonstrates maximum practicable participation of SBs in terms of the total value of the acquisition.
2. The extent to which the proposal demonstrates a commitment to use SB concerns that are specifically identified in the proposal, including but not limited to use of mentor protégé programs.
3. The extent to which the proposal demonstrates SB participation in a variety of industries expected during the performance of work.
4. The realism of the proposal to meet the proposed goals.

The following will be evaluated on proposals submitted by Large Business firms:

1. The extent to which the proposal provides Small Business Subcontracting goals that meet or exceed the minimum NAVFAC Small Business Subcontracting Targets, and utilization of AbilityOne CRP organizations. Proposals that provide goals exceeding the NAVFAC Subcontracting Targets may be rated higher. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

	FY2011
SB	65.75%
SDB	16.51%
WOSB	14.7%
HUBZone	8.5%
VOSB	2.62%
SDVOSB	2.62%

2. The extent to which the proposer's Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract.

7. RESPONSIBILITY DETERMINATION INFORMATION SUBMISSION.

(1) Solicitation Submittal Requirements

- (a) Firms are required to provide information to support a determination of financial responsibility consistent with FAR Part 9 including:
 - 1) A letter from a Surety demonstrating that the firm has bonding capacity of at least **\$500,000,000** at the time of Part One submission.
 - 2) Firms that do not demonstrate adequate bonding capacity will not be selected to participate in Part Two of the solicitation.
- (b) Firms are requested to notify their surety that representatives from NAVFAC NW will be contacting them for reference information.
- (c) The Government may use other sources of information to determine a firm's responsibility including but not limited to Dun & Bradstreet reports and State databases.

8. SPECIAL SECURITY CONTROLS FOR MCON P-990.

8.1 Limited Distribution Of Plans And Specifications. MCON project P-990 is currently classified as "UCNI" Unclassified Controlled Nuclear Information. Drawings for this project are Unclassified Controlled Nuclear Information (UCNI) subject to 10 U.S.C. 128. Access to UCNI is restricted to authorized individuals who are United States citizens with a need-to-know of the specifics UCNI in the performance of their official duties. No documents or other material pertaining to MCON project P-990 shall be posted on-line.

Any Offeror that has documents or compact discs that contain UCNI subject to §10 U.S.C. §128, must apply the UCNI cover sheets, **Attachment K (use "pink" covers)**. Approval by the Department of the Navy prior to release is required.

All contractor personnel participating in this procurement and subsequent contract award must be a citizen of the United States of America.

8.2 Handling of Final plan and specification. Final plan and specification will not be posted or published either electronically or via print media.

When not in use, DoD UCNI shall be stored in a manner affording reasonable, adequate protection against unauthorized access and take all measures necessary to prevent foreign nationals access. Storage in unlocked receptacles (i.e., file cabinets, desks, or bookcases) is adequate, when internal building security is provided during non-working hours. When such internal building security is not provided, DoD UCNI shall be stored in locked receptacles.

All offerors, contractors, subcontractors, suppliers not awarded the construction contract for MCON P-990 will be required to return their Final plans and specifications upon notification of contract award.

Upon completion of construction, the construction contractor, its subcontractors, suppliers and any other parties who have received any portion of the plans and specifications shall return all sets of plans and specifications to the Government within 60 days of the contract completion date or another date as set by the Government.

9.0 NAVY COMMERCIAL ACCESS AND CONTROL SYSTEMS (NCACS)

Naval Base Kitsap Bangor will be implementing a standardized base entry protocol called "NCACS" for each individual Contractor requiring base access.

Guidance for NCACS enrollment and gate passes is available from <http://www.rapidgate.com>.

10. Furnishings

This requirement includes Furnishings which is addressed in specification section 01 30 00 (Administrative Requirements, paragraph 1.8).

In accordance with specification section 01 30 00, paragraph 1.8 Authorization:

The government will provide separate funding for procurement of the Furniture, Fixtures and Equipment (FF&E) package. Upon receipt of required funding, the Contractor shall be authorized by the Contracting Officer as a planned modification to the construction contract, to procure and install all FF&E using Federal Government price schedules (NAVSUP BPAs and/ or GSA), including any freight and installation charges from the furniture supplier as well as the Prime Contractor's Handling and Administrative Rate (HAR). The HAR includes all of the Prime Contractor's effort related to storage, coordination, handling, administration of subcontractors, and all other associated costs and profit for the procurement of FF&E. The prime contractor will propose in the contract solicitation the FF&E HAR. The contractor's proposed HAR may not exceed 5% of the total FF&E costs, as noted on the bid schedule.

No other charges, expenses, fees, or markup related to FF&E will be authorized.

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)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be

accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

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

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

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

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

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

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

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

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

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

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

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

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

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency. (End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Priced** contract resulting from this solicitation. (End of provision)

52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. (End of provision)

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

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Washington State, Kitsap County, Silverdale.**
(End of provision)

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

(a) *Definitions.* "Labor organization" and "project labor agreement," as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.

(b) Consistent with applicable law, if awarded the contract, the offeror shall negotiate a project labor agreement with one or more labor organizations for the term of the resulting construction contract.

(End of Provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

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 **\$3,000,000.00**, 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)
52.233-2 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 by obtaining written and dated acknowledgment of receipt from:

Naval Facilities Engineering Command, Northwest

**Attn: Ms. Mary L. Langfeldt
1101 Tautog Circle, Suite 203
Silverdale, WA 98315**

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

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for--

Thursday, January 5, 2012 at 9:00 a.m. local time.

(c) Participants will meet at--

Auditorium at the Naval Undersea Museum, Keyport, Washington

(d) Additional Information:

Offerors will meet at the Auditorium at the Naval Undersea Museum, Keyport for a Part 2 pre-proposal conference followed by a site visit to the project site. Following the pre-proposal conference at Keyport, transportation to the project site will be provided by the Government. All registered site visit participants will meet at the time and place designated above and board bus for transportation to the project site following the conference. As further specified below, Offerors are limited to five (5) site visit participants and all participants are required to obtain a “B-9” security clearance for access to the project site.

Site Visit Registration will be accepted **up to 5 days prior** to the time designated above. Weekends and holidays do not count towards this notification time. All prospective Offerors are urged to attend this site visit, but are limited to five (5) participants. Short Term Visitor Badges may be obtained through the local Pass and ID office. A completed Short Term Visitor Badge Request Form (Section 00100, **Attachment L**) for all personnel requiring access must also be provided via email to andrew.e.hart@navy.mil at least **5 days prior** to the date of the scheduled site visit.

Visitors are advised to allow a minimum of **2 hours** to clear station security requirements and travel to the Museum at Keyport. Access to lower base with a “B-9” security clearance is required for all site visit attendees. This must be completed prior to the scheduled site visit time. **Visitors must provide proof of U.S. citizenship when picking up their temporary badge from the local Pass and ID office.** The citizenship requirements are included below. The use of I-9 Forms and Social Security Cards are no longer required/accepted. Two (2) forms of photo identification are required. **All documents provided**

must be valid.

- Certified Birth Certificate
- Un-expired U.S. Passport/Passport Card
- Alien Registration Card
- Enhanced Driver's License
- Naturalization Papers
- Statement of Birth Born Abroad
- If showing document with no photo, must also present state issued photo identification (i.e. Driver's License or ID cards)
- Proof of insurance and registration for the vehicle (for temporary vehicle passes)

Upon issuance of badges, please proceed directly to the site visit meeting location designated above.

Due to safety concerns regarding the operation of heavy equipment in and around the vicinity of the construction site, pedestrian access may not be granted during the scheduled site visit. However, in the event that pedestrian access to the project site is allowed, **participants are advised that Personal Protective Equipment (e.g., hard hat, safety glasses, safety vest, steel toed boots, et cetera) will be required for every participant that is granted pedestrian access to the project site.** Government representatives will be available during the site visit to take pictures of the construction site. Photos that are approved for release by SWFPAC will be made available to the Offerors via a future amendment to the solicitation.

Cameras, weapons, cell phones or flame producing materials are considered contraband and will not be allowed at lower base. This contraband is strictly enforced.

Offerors are advised that this solicitation will remain unchanged unless it is amended in writing; regardless of any verbal responses provided during the site visit.

(End of provision)

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

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

<http://www.arnet.gov/far>

(End of provision)

252.203-7005 Representation Relating to Compensation of Former DoD Officials.

As prescribed in 203.171-4(b), insert the following provision:

REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2. (End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

NONE

(End of provision)

NAVFAC 5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

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

(a) Equity Securities (Stock):

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

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

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

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

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

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

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

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

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

NAVFAC 5252.228-9302 Bid Guarantee.

BID GUARANTEE (OCT 2004)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to

at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond. (End of provision)

SECTION 00100 ATTACHMENT A
PRE-PROPOSAL INQUIRY FORM

SOLICITATION NUMBER	PRE-PROPOSAL	
N44255-11-R-9004	INQUIRY	Inquiry No. _____

SOLICITATION TITLE: P-990: Explosives Handling Wharf #2

DATE OF INQUIRY: _____

FROM:

FIRM _____ POINT OF CONTACT NAME: _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____ EMAIL: _____

INQUIRY: (Please type or print clearly)

ANSWER PROVIDED: (For Government Use Only)

email form to ***scott.c.blair@navy.mil***

ATTACHMENT B (Pricing Schedule)

CLIN	SUB CLIN	DESCRIPTION	QTY	UNIT	Fully Burdened LABOR Sub-total	Fully Burdened MATERIAL Sub-total	Fully Burdened EQUIPMENT Sub-total	Sub-CLIN TOTAL
0001		EHW-2: Provide all labor, materials, and equipment to construct EHW-2 at BBK, Bangor, WA.						
	A001	Pile Supported Wharf System: Structure consisting of steel pipe piles supporting large precast concrete pile caps that supports a cast-in-place reinforced concrete deck. Includes main wharf and warping wharf.	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
	A002	Wharf Cover: Includes the structural steel frame system and the metal skin that covers the main wharf area.	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
	A003	Support Building: Two-story, mixed use building located beneath the wharf cover on the main wharf.	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
	A004	Approach Trestle: Structure consisting of steel pipe piles supporting precast concrete pile caps that supports a cast-in-place reinforced concrete deck. Provides access from uplands to the main wharf and warping wharf.	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
	A005	Environmental Monitoring	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
	A005A	Environmental Monitoring (Year one)	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
	A005B	Environmental Monitoring (Year two)	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
	A005C	Environmental Monitoring (Year three)	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
	A005D	Environmental Monitoring (Year four)	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
0002		Cranes: Two 120 ton capacity overhead electric traveling (OET) cranes that will span approximately 190 feet. Submitted Crane supplier is:	1	LS	\$ _____	\$ _____	\$ _____	\$ _____
						PROJECT TOTAL FIRM-FIXED-PRICE		\$ _____
		FURNITURE FIXTURE AND EQUIPMENT (FF&E) HANDLING AND ADMINISTRATIVE RATE (HAR)				In accordance with specification, Section 01 30 11, paragraph 1.8, HAR is not to exceed 5%.		% _____

ATTACHMENT C

CHANGE ORDER MARKUP RATES/EXTENDED OVERHEAD

PRIME CONTRACTOR WORK:

(a) Proposed field office overhead rate (Line 9 of NAVFAC 4330/43) _____ %
(NAVFAC Standard Rate = 10%)

SUB-CONTRACTORS WORK:

(b) Proposed field office overhead rate (Line 19 of NAVFAC 4330/43) _____ %
(NAVFAC Standard Rate = 10%)

(c) Proposed home office overhead (Line 20 of NAVFAC 4330/43) _____ %
(NAVFAC Standard Rate = 3%)

(d) Proposed Profit (Line 22 of NAVFAC 4330/43) _____ %

SUMMARY:

(e) Proposed overhead rate on subcontractors (Line 27 of NAVFAC 4330/43) (NAVFAC Standard Rate = 5%) _____ %

(f) Proposed prime contractor home office overhead rate (Line 28 of NAVFAC 4330/43) (NAVFAC Standard Rate = 3%) _____ %

(g) Proposed profit (Line 30 of NAVFAC 4330/43) _____ %

HANDLING AND ADMINISTRATIVE RATE (HAR):

Proposed Fixed percentage figure, for the administrative effort for Furniture, Fixtures & Equipment (FF&E) not to exceed 5%, per specification Section 01 30 11 _____ %

*Field Overhead – The Field Overhead Rate will be evaluated as a percent mark-up and not a direct cost to the change proposal. Field overhead costs cover indirect costs incurred in this project that are chargeable only to this contract and include costs incurred at the job site incident to the performance of the work, including but not limited to the cost of engineering, job site supervision, engineer, secretaries, tool shed keeper, temporary facilities, contractor’s office, utilities, storage sheds, supplies, office supplies, protection, barricades (rented), haul roads, cleanup, progress reports, equipment, superintendent’s truck, truck for clean-up, and fringe benefits for supervisory and administrative personnel.

If an offeror proposes rates in excess of NAVFAC’s standard rates, the awardee shall provide accounting information substantiating all of its rates within 15 days of award. Based on the information provided, the rates may be adjusted for use on future modifications.

ATTACHMENT D

PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION		DATE:	
NAVFAC 4330/43 (8/88)			
CONTRACT TITLE		CONTRACT NO:	
ROICC OFFICE:			
DESCRIPTION:			
			PC NO.
PRIME CONTRACTOR'S WORK			Revisions/Comments
1. Direct Materials			
2. Sales Tax on Materials	of line 1		
3. Direct Labor			
4. Insurance, Taxes, and Fringe Benefits	of line 3		CLIN 0001 & 0002 PRICE:
5. Rental Equipment			
6. Sales Tax on Rental Equipment	of line 5		
7. Equipment Ownership and Operating Expenses			
8. SUBTOTAL (add lines 1 - 7)			
9. Field Overhead	of line 8		
10. SUBTOTAL (Add Lines 8 & 9)			
SUB-CONTRACTORS WORK			
11. Direct Materials			
12. Sales Tax on Materials	of line 11		
13. Direct Labor			
14. Insurance, Taxes, and Fringe Benefits	of line 13		
15. Rental Equipment			
16. Sales Tax on Rental Equipment	of line 15		
17. Equipment Ownership and Operating Expenses			
18. SUBTOTAL (add lines 11 - 17)			
19. Field Overhead	of line 18		
20. Home Office Overhead	of 18+19		
21. SUBTOTAL (add lines 18, 19, & 20)			
22. Profit	of line 21		
23. SUBTOTAL (Add Lines 21 & 22)			
SUMMARY			
24. Prime Contractor's Work (from line 10)			
25. Subcontractor's Work (from line 23))			
26. SUBTOTAL (add lines 24 & 25)			
27. Prime's Overhead on Subcontractor	of line 25		
28. Prime's Home Office Overhead	of line 24		
29. SUBTOTAL (add lines 26, 27 & 28)			
30. Prime's Profit	of line 29		
31. SUBTOTAL (add lines 29 & 30)			
32. Prime Contractor's Bond Premium	of line 31		
33. TOTAL COST (Add Lines 31 & 32)			
NOTES:			
34. TOTAL PRICE FOR EVALUATION PURPOSES =			
Signature & Title of preparer			
_____			Date
Signature & Title of Acceptor			
_____			Date

ATTACHMENT D (SAMPLE)

PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION			DATE:	
NAVFAC 4330/43 (8/88)				
CONTRACT TITLE			CONTRACT NO:	
ROICC OFFICE:				
DESCRIPTION:				
			PC NO.	
PRIME CONTRACTOR'S WORK			Revisions/Comments	
1. Direct Materials				
2. Sales Tax on Materials	of line 1			
3. Direct Labor				CLIN 0001 & 0002 PRICE:
4. Insurance, Taxes, and Fringe Benefits	of line 3			75,000,000
5. Rental Equipment				
6. Sales Tax on Rental Equipment	of line 5			
7. Equipment Ownership and Operating Expenses				
8. SUBTOTAL (add lines 1 - 7)			\$1,500,000.00	
9. Field Overhead	10.00% of line 8	10.00%	\$150,000.00	
10. SUBTOTAL (Add Lines 8 & 9)			\$1,650,000.00	
SUB-CONTRACTORS WORK				
11. Direct Materials				
12. Sales Tax on Materials	of line 11			
13. Direct Labor				
14. Insurance, Taxes, and Fringe Benefits	of line 13			
15. Rental Equipment				
16. Sales Tax on Rental Equipment	of line 15			
17. Equipment Ownership and Operating Expenses				
18. SUBTOTAL (add lines 11 - 17)			\$2,250,000.00	
19. Field Overhead	10.00% of line 18	10.00%	\$225,000.00	
20. Home Office Overhead	3.00% of (18+19)	3.00%	\$74,250.00	
21. SUBTOTAL (add lines 18, 19, & 20)			\$2,549,250.00	
22. Profit	3.00% of line 21	3.00%	\$76,477.50	
23. SUBTOTAL (Add Lines 21 & 22)			\$2,625,727.50	
SUMMARY				
24. Prime Contractor's Work (from line 10)			\$1,650,000.00	
25. Subcontractor's Work (from line 23))			\$2,625,727.50	
26. SUBTOTAL (add lines 24 & 25)			\$4,275,727.50	
27. Prime's Overhead on Subcontractor	5.0000% of line 25	5.00%	\$131,286.38	
28. Prime's Home Office Overhead	3.0000% of line 24	3.00%	\$49,500.00	
29. SUBTOTAL (add lines 26, 27 & 28)			\$4,456,513.88	
30. Prime's Profit	6.0000% of line 29	6.00%	\$267,390.83	
31. SUBTOTAL (add lines 29 & 30)			\$4,723,904.71	
32. Prime Contractor's Bond Premium	of line 31			
33. TOTAL COST (Add Lines 31 & 32)			\$4,723,904.71	
NOTES:				
34. TOTAL PRICE FOR EVALUATION PURPOSES =				\$79,723,904.71
Signature & Title of preparer				
				Date
Signature & Title of Acceptor				
				Date

ATTACHMENT E

FACTOR 1 and 3.A(i) – RELEVANT EXPERIENCE INDIVIDUAL PROJECT DATA SHEET

Provide one (1) project data sheet for each

1. Experience for: Offeror Joint-Venture Other (Explain)

Firm Name:

Address:

Phone Number:

Point of Contact: Contact Phone Number:

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)

Percent of project work performed:

If subcontractor, who was prime (Name/Phone #):

3. Contract Number: Delivery/Task Order Number:

Title:

Location:

4. Award Date (mm/dd/yy): Completion Date (mm/dd/yy):

If the project is not complete, is it at least 80% complete: Yes No

5. Award Amount: (Overall contract/task order value) Final Price:

6. Type of work:
 New Construction Renovation Repair Alteration Crane Design and Fabrication

7. Type of Contract: (Check all that apply)
 Design/Build Delivery/Task Order (IDIQ) Design-Bid-Build Other (explain):

8. Type of Contract: (Check all that apply)
 Firm-Fixed Price Cost/Time and Material Other (explain):

9. Customer/Owner Information:
Customer Name:
Point of Contact (POC): POC Phone Number:
FAX Number: E-mail address:

10. Evaluation Received:
 Excellent Good Satisfactory Marginal Poor
(or equivalent scoring)
Special Acknowledgements:

Attachment E continued

11. Project Information:

12. Unique Project Challenges or Accomplishment:

13. Previous Relationship (complete this section if Box 2 is checked Subcontractor or Joint Venture)

If experience is a subcontractor or a joint-venture indicate if:

- Previous joint-venture experience
- No previous joint-venture experience
- Previous prime-subcontractor experience
- No previous prime-subcontractor experience
- Other relationship experience Explain:

14 . Other Information:

ATTACHMENT F

(This PPQ shall be sent by the offeror to the clients for each example contract provided as required for Factors 1, 2, 3.A(i) and 3.A(ii). The Offeror shall not complete any portion of the form except those designated for the Offeror to complete. The client will complete this PPQ and return the Offeror. The Offeror shall submit the completed PPQ with their offer.)

NAVFAC PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information: Firm Name: Address: Phone Number: Point of Contact: Contact Phone Number:	
2. Work Performed as: <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 prime (Name/Phone #):	
3. Contract Information Contract Number: Delivery/Task Order Number (if applicable): Title: Location: Award Date (mm/dd/yy): Completion Date (mm/dd/yy): Award Amount: Final Price:	
4. Project Description:	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information Name: Title: Phone Number: Email Address:	
6. Describe the client's role in the project:	
7. Date Questionnaire was completed:	
8. Client's Signature:	

NOTE: THE CONTRACTOR MAY COLLECT AND RETAIN COMPLETED QUESTIONNAIRES FROM CLIENTS FOR SUBMITTAL TO THE GOVERNMENT. AFTER COMPLETION OF THIS FORM, THIS FORM MAY BE DUPLICATED BY THE CONTRACTOR. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION.

TO BE COMPLETED BY CLIENT

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

E (EXCEPTIONAL) – Performance meets contractual requirements and exceeds many to the client'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. Note: To justify an Exceptional rating, identify multiple significant events and how they were of benefit to the client. 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.

V (VERY GOOD) – Performance meets contractual requirements and exceeds some of the client's expectations. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. Note: To justify a Very Good rating, identify a significant event and how it was a benefit to the client. There should have been no significant weaknesses identified.

S (SATISFACTORY) – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory. Note: To justify a Satisfactory rating, there should have been only minor problems or major problems 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.

M (MARGINAL) –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 action. The contractor's proposed actions appear only marginally effective or were not fully implemented. Note: To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. management, quality, safety, or environmental deficiency report or letter).

U (UNSATISFACTORY) – 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 a serious problem(s) for which the contractor's corrective actions appear or were ineffective. Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and how it impacted the client. A singular problem, however, could be of such magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiency (e.g. management, quality, safety, or environmental deficiency reports or letters).

N (NOT APPLICABLE) – No past performance record is identifiable or the element is not applicable to this project.

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

1. Ability to meet quality standards specified for technical performance.	E	V	S	M	U	N
2. Compliance with contractual terms and conditions.	E	V	S	M	U	N
3. Compliance with contract delivery/completion schedules including any significant intermediate milestones.	E	V	S	M	U	N
4. Quality/integrity of technical data/report preparation efforts.	E	V	S	M	U	N
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	V	S	M	U	N
6. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	V	S	M	U	N
7. Effectiveness of on-site management, including management of subcontractors?	E	V	S	M	U	N
8. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	V	S	M	U	N
9. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	V	S	M	U	N
10. Ability to successfully respond to emergency and/or surge situations.	E	V	S	M	U	N
11. Effectiveness of material management.	E	V	S	M	U	N
12. Effectiveness of acquisition management.	E	V	S	M	U	N
13. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	V	S	M	U	N
14. Contractor's management of their safety program.	E	V	S	M	U	N
15. Responsiveness regarding safety issues.	E	V	S	M	U	N
16. If this was a cost type contract, compliance with established budgets and avoidance of significant and/or unexplained variances (underruns or overruns).	E	V	S	M	U	N
17. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	V	S	M	U	N
18. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	V	S	M	U	N
19. Ability to hire/apply a qualified workforce to this effort.	E	V	S	M	U	N

ATTACHMENT G – PAST PERFORMANCE WORKSHEET FOR SAFETY OFFEROR: _____

FACTOR 4: Offerors are required to provide the following information for safety and health programs:

- a. OSHA Days away from work, restricted duty or job transfer (DART) rate for the five (5) previous complete calendar years.
- b. Experience Modification Rate (EMR) for the current and five (5) previous complete calendar years.
- c. Technical approach for safety

Use the following table to provide information for the above criteria. Use attached sheets (limited to two pages) to supply Technical Approach for Safety.

SAFETY AND HEALTH PROGRAM						
ACCIDENT AND INJURY STATISTICS						
YEAR	<u>2011</u>	2010	2009	2008	2007	2006
OSHA DART Rate						
Experience Modification Rate						
Technical approach						

1. Experience Modification Rate (EMR):

For the current and five previous complete calendar years [current and five [5] previous complete years], submit your EMR (which compares your company’s annual losses in insurance claims against its policy premiums over a five (5) year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

2. OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

Submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate and OSHA Forms 300 and 300A for the five [5] previous complete calendar years. The DART rate shall be calculated as required by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

3. Technical Approach for Safety:

Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

Attachment H

SMALL BUSINESS PAST PERFORMANCE

Small Business offerors, newly established Large Business offerors, or Large Business offerors with no prior SF294 history shall complete this form. Large Business offerors with a SF294 history shall submit SF294s in lieu of completing this form.

(a) SUBCONTRACTING ACHIEVEMENT – Include actual dollar values subcontracted for each of the categories listed. Include the percentage goal only if a goal was established.

(1) Contract Number/Title:	ACTUAL		GOAL (if applicable)
	Whole Dollars	Percent	Percent
Completion Date: _____ Contract Dollar Value: \$ _____			
(a) Small Business Concerns (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) Small Business Concerns (Non-Federal Certifications Examples: MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women’s Business Enterprise).			
(b) Large Business Concerns (Dollar amount and percent of line c.)			
(c) Total (sum of lines a & b above)			
(d) Small Disadvantaged Business Concerns (Dollar amount and percent of line c.) Including MBE & DBE			
(e) Women-Owned Small Business Concerns (Dollar amount and percent of line c.) Including WBE			
(f) HUBZone Small Business Concerns (Dollar amount and percent of line c.)			
(g) Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.)			
(h) Service Disabled Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.) Including DVBE			

Name of customer reference for this project: _____
 Phone Number: _____ FAX Number: _____
 Email address: _____

(2) Contract Number/Title:	ACTUAL		GOAL (if applicable)
	Whole Dollars	Percent	Percent
Completion Date: _____ Contract Dollar Value: \$ _____			
(b) Small Business Concerns (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) Small Business Concerns (Non-Federal Certifications Examples: MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women’s Business Enterprise).			
(b) Large Business Concerns (Dollar amount and percent of line c.)			
(c) Total (sum of lines a & b above)			
(d) Small Disadvantaged Business Concerns (Dollar amount and percent of line c.) Including MBE & DBE			
(e) Women-Owned Small Business Concerns (Dollar amount and percent of line c.) Including WBE			
(f) HUBZone Small Business Concerns (Dollar amount and percent of line c.)			
(g) Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.)			
(h) Service Disabled Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.) Including DVBE			

Name of customer reference for this project: _____
 Phone Number: _____ FAX Number: _____
 Email address: _____

(3) Contract Number/Title:	ACTUAL		GOAL (if applicable)
	Completion Date:	Contract Dollar Value: \$	
	Whole Dollars	Percent	Percent
(c) Small Business Concerns (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) Small Business Concerns (Non-Federal Certifications Examples: MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women's Business Enterprise).			
(b) Large Business Concerns (Dollar amount and percent of line c.)			
(c) Total (sum of lines a & b above)			
(d) Small Disadvantaged Business Concerns (Dollar amount and percent of line c.) Including MBE & DBE			
(e) Women-Owned Small Business Concerns (Dollar amount and percent of line c.) Including WBE			
(f) HUBZone Small Business Concerns (Dollar amount and percent of line c.)			
(g) Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.)			
(h) Service Disabled Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.) Including DVBE			

Name of customer reference for this project: _____
 Phone Number: _____ FAX Number: _____
 Email address: _____

ATTACHMENT I

**SMALL BUSINESS SUBCONTRACTING PLAN
(Template)**

*This template has been designed to be consistent with FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan (“Subcontracting Plan”). Other formats of a small business subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this template may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable.

(TO BE SUBMITTED BY LARGE BUSINESSES)

(CONTRACTOR’S NAME)
(ADDRESS)

(Solicitation or Contract Number)
(Title of the Project and Location)
(Date Prepared)

Type of Report (Individual, Commercial, Master)

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

SUBCONTRACTING PLAN

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations 19.704. The following goals are established for the Base Period and/or all Bid Items including all option periods. This contract does does not contain option periods. Use Attachment (1) for showing the breakdown of the base year and option periods. Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$ _____
 (including options)
- b. Total Subcontracted \$ _____ _____ % of 1.a
 (inclusive of all planned subcontracting to all businesses, regardless of size)
2. The following dollars and percentage goals are applicable to the contract cited above. (See FAR 19.704(a)(1) and (2))
 - a. Large Business (LB) \$ _____ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are large business concerns.

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

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns**; include contracts awarded under the AbilityOne Program (formerly Javits Wagner O'Day Act Contracts (JWOD)) to NISH and NIB; and awards to Alaskan Native Corporations (ANCs) and Indian Tribes as prescribed in FAR 19.703(c) & FAR 52.219-9.

(**includes all small businesses, including Small, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns, and Historically Black Colleges, Universities and Minority Institutions (HBCU/MI))

(Include 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k below).

Attach supporting rationale for goals less than _____%.

Notes:

(1) Lines 2.a + 2.b = 100% of Line 1.b

(2) Lines 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k are calculated against Line 1.b, the total value of overall subcontracting dollars.

(3) Subcontracts to companies that qualify in multiple categories of SB must be reported under each category. For example: if you are planning to subcontract \$100,000 to company ABC, a woman-owned small disadvantaged business that is also a certified HUBZone, you will report \$100,000 on line 2.b (SB), 2.c (HUBZone), 2.d (WOSB) and 2.e (SDB).

(4) The sum of 2.c through 2.k does not automatically equate to the value of 2.b.

(5) Designated HUBZone Small Businesses must be certified by the Small Business Administration (SBA).

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

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are qualified HUBZone small business concerns certified by SBA. Attach supporting rationale for goals less than _____%. (Included in 2.b, above, as a subset.)

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

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are WOSB. Attach supporting rationale for goals less than _____%. (Included in 2.b, above, as a subset.)

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

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

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

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

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

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by SDVOSB. Attach supporting rationale for goals less than _____%. (Included in 2.b and 2.f, above, as a subset.)

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

This number represents total planned subcontracting dollars under this contract that will go to HBCU/MI as identified in FAR 26. (Included in 2.b and 2.e, above, as a subset.)

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

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

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

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not SDBs where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SDB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b and 2.e, above, as a subset.)

k. Alaskan Native

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

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

3. The following principal products and/or services will be subcontracted under this contract. Additional sheets may be added as required. (See FAR 19.704(a)(3))

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

j. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SDBs. (See 2.j above for explanation):

Or list firm commitments below:

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

k. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SBs. (See 2.k above for explanation.)

Or list firm commitments below:

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

(ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED)

4. The following method was used to develop the above subcontracting goals. Include a statement explaining how the products and services to be subcontracted were established, how the areas to be subcontracted to SB, SDB,

WOSB, HUBZone, VOSB, SDVOSB concerns, HBCU/MIs, AbilityOne program participants, ANCs and Indian Tribes were determined, and how their capabilities were determined. (See FAR 19.704(a)(4))

5. Source lists utilized in making the determinations in paragraph 4, above are as follows: (See FAR 19.704(a)(5))

6. Indirect and overhead costs have have not been included in the goals specified in 1. and 2. above. If "have" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, HBCU/MI, AbilityOne program participants, ANCs, and Indian Tribes, and the products and services planned: (See FAR 19.704(a)(6))

7. The following employee will administer the subcontracting program: (See FAR 19.704(a)(7))

NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
EMAIL: _____
TITLE: _____

This individual's specific duties, as they relate to the firm's subcontracting plan, are general overall responsibility for this company's Small Business Program. This person should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices. If the prime decides to change the person in this position, they must notify the Contracting Officer and the Deputy for Small Business. The administrator is responsible for the development, preparation and execution of this subcontracting plan, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

- a. Developing and maintaining bidders lists of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, AbilityOne program participants, HBCU/MIs, ANCs, and Indian Tribes (hereafter referred to as the small business community) from all possible sources.
- b. Ensuring that procurement packages are structured to permit the small business community to participate to the maximum extent possible.
- c. Assuring inclusion of the small business community in all solicitations for products or services, which they are capable of providing.
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit the small business community participation.
- e. Ensuring periodic rotation of potential subcontractors on bidders lists.
- f. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by the small business community.
- g. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- h. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- i. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.

- j. Monitoring attainment of proposed goals.
- k. Preparing and submitting required periodic subcontracting reports.
- l. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- m. Coordinating the conduct of contractor's activities involving its small business subcontracting program.
- n. Additions to (or deletions from) the duties specified above are as follows:

8. The following efforts will be taken to assure that the small business community will have an equitable opportunity to compete for subcontracts. (See FAR 19.704(a)(8))

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

- c. The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted.
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
 - (iii) Arrange interviews with the small business community.

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

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

9. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns " will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns, who receive subcontracts in excess of \$550,000 (\$1,000,000 for Construction) will be required to adopt and comply with subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of P.L. 95-507 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review subcontracting program progress. (See FAR 19.704(a)(9))

10. The offeror (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror (contractor) with the subcontracting plan and with FAR clause 52.219-8. (See FAR 19.704(a)(10)(i) and (ii))

11. The offeror (contractor) agrees to: (See FAR 19.704(a)(10)(iii)-(vi))
- a. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS and FAR Clause 52.219-9;
1st reporting period – Oct 1 through March 31 Submit NLT 30 April
2nd reporting period – Oct 1 through September 30 Submit NLT 30 October
A separate “Final” ISR is required at contract completion.

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

- b. Ensure that its large business subcontractors with subcontracting plans agree to submit the ISR and/or the the SSR using the eSRS;
- c. Provide its prime contract number and its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first tier large business subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- d. Require that each large business subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its large business subcontractors with subcontracting plans.
- e. Ensure that the identified Contracting Officer and Small Business Specialist assigned to the contract are included on the eSRS email notification distribution upon submission of each report.
***Note 1: If contract value is \$500,000,000 or more and the solicitation includes FAR Clause 52.204-10, Reporting Subcontract Awards, ensure additional reporting requirements are met in eSRS in accordance with this clause.**

12. The offeror (contractor) agrees to maintain at least the following types of records to document compliance with this subcontracting plan: (See FAR 19.704(a)(11))
- a. Source lists, guides, and other data identifying concerns in the small business community.
 - b. Organizations contacted to locate firms in the small business community.
 - c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 and indicating for each solicitation;
 - (i) whether concerns in the small business community were solicited, and if not, why not; and
 - (ii) reasons for the failure of the solicited concerns in the small business community to receive the subcontract award.
 - (iii) written designations from ANCs or Indian Tribes, in accordance with FAR 19.703, if applicable.
 - d. Records to support other outreach efforts, e.g., contacts with small business trade associations, business development organizations, and attendance at small business procurement conferences and trade fairs, and frequency of accessing CCR
 - e. The original copy of this plan is included in the file and made a material part of the contract.

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

(2) WOMEN-OWNED SMALL BUSINESSES: (WOSB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(3) HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) BUSINESS:

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(4) VETERAN OWNED SMALL BUSINESS: (VOSB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(5) SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS: (SDVOSB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(6) HISTORICALLY BLACK COLLEGES AND UNIVERSITIES & MINORITY INSTITUTIONS:
(HBCU/MI)

<u>NAME OF C, U, OR MI</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
----------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(7) ABILITYONE PROGRAM (FORMERLY JWOD) - NISH

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

NOTES: 1. The sum of lines 4.a and 4.b must equal line 1.

2. Lines 4.b. (1) through 4.b (7) identify various categories of small businesses under the main small business (SB) group. Subcontracts to companies that qualify in multiple categories must be reported under each category. For example: if you are planning to subcontract \$100,000 to ABC, a woman-owned small disadvantaged business that is also a certified HUBZone small business, you will report \$100,000 on line 4.b SB, line 4.b (1) SDB, line 4.b (2) WOSB and line 4.b.(3) HUBZone SB.

Line Item	<u>Base</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	<u>TOTAL</u>
DOLLARS						
Total dollar value of this contract.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Subcontracted	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Large Business	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Small Business	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SDB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
WOSB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
HUBZone SB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
VOSB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SDVOSB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
HBCU/MI	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
ABILITYONE - NISH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PERCENTAGES

*Large Business	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
*Small Business	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
*SDB	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
*WOSB	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
*HUBZone SB	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
*VOSB	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
*SDVOSB	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
*HBCU/MI	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
*ABILITYONE - NISH	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

*% of total dollars subcontracted

Attachment K (UCNI cover sheet)



DOD UCNI NOT FOR PUBLIC DISSEMINATION



Document(s) attached to this cover sheet may contain Unclassified Controlled Nuclear Information (UCNI) subject to §10 U.S.C. §128. Approval by the Department of the Navy prior to release is required.

Access to UCNI is restricted to authorized individuals who are United States citizens with a need-to-know of the specific UCNI in the performance of their official duties.

SSP Physical Protection Requirements

UCNI requires protection from unauthorized dissemination. The following are minimum protection standards as required by DOD Instruction 5210.83 and SSPINST 5570.1.

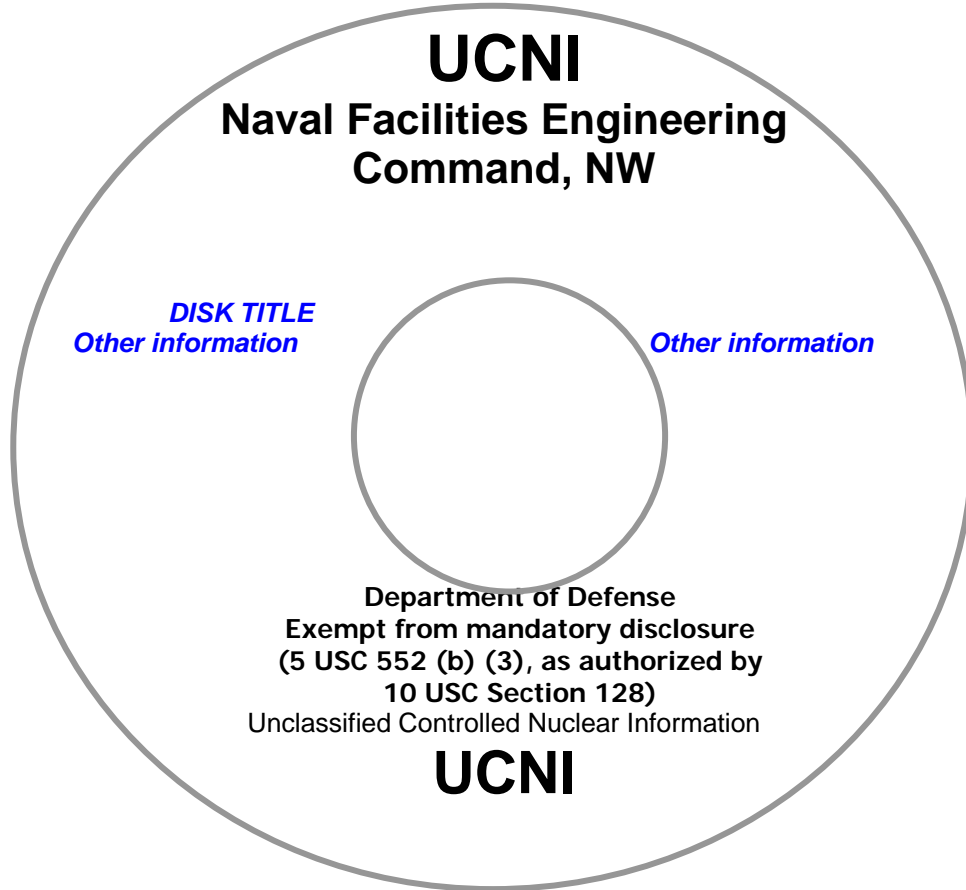
1. When **in use**, physical control of UCNI shall be maintained by an authorized individual so as to prevent unauthorized access.
2. When **not in use**, UCNI shall be stored in a manner affording reasonable and adequate protection against unauthorized access. Storage in unlocked receptacles (i.e., file cabinets, desks, or bookcases) is adequate, when internal building security is provided during non-working hours. When such internal building security is not provided, UCNI shall be stored in locked receptacles.
3. UCNI may be reproduced with out permission from the originator **only** to the minimum extent necessary to carry out official duties, and all copies must be marked and protected as the original.
4. UCNI shall be **destroyed by any method of destruction approved for classified material**: placing in a burn bag for pulping or burning, or cross-cut shredding.
5. UCNI shall only be **physically transmitted** by: US First Class, Express, Certified, or Registered Mail; any means approved for classified documents; or handcarry by an authorized person maintaining continuous control. UCNI shall be packaged in opaque wrapping to prevent disclosure of the presence of UCNI when transmitted by a means that could allow unauthorized access. The package shall be marked, "To Be Opened By Addressee Only."
6. UCNI may be **electronically transmitted** by **protected means** in accordance with SSPINST 5230.11, such as SWSNET Applications, **DOD PKI ENCRYPTED** Email, or secure fax. In the event of an **emergency**, UCNI may be transmitted via unprotected telephonic (voice), fax with **point-to-point transmission** (sender/recipient must be at their machines) or **UN-encrypted** Email transmission. **Senior Management will determine if an "emergency" exists warranting an unprotected transmission of UCNI.**
7. If you have any concerns or questions, please contact the SPHQ Security Office, SP162, at (202) 433-6619.

(Rev – 2/11)

DOD UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

Attachment K

DVD/CD UCNI Label



Attachment K

DVD/CD UCNI (case cover sheet)



**DOD UCNI
NOT FOR PUBLIC DISSEMINATION**



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4. UCNI shall be **destroyed by any method of destruction approved for classified material**: placing in a burn bag for pulping or burning, or cross-cut shredding.
5. UCNI shall only be **physically transmitted** by: US First Class, Express, Certified, or Registered Mail; any means approved for classified documents; or handcarry by an authorized person maintaining continuous control. UCNI shall be packaged in opaque wrapping to prevent disclosure of the presence of UCNI when transmitted by a means that could allow unauthorized access. The package shall be marked, "To Be Opened By Addressee Only."
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7. If you have any concerns or questions, please contact the SPHQ Security Office, SP162, at (202) 433-6619.

(Rev - 2/11)

DOD UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

**Attachment L
(Badge request to attend Part Two Site Visit)**

SHORT TERM VISITOR BADGE REQUEST FORM						
RFP: N44255-11-R-9004				Date: _____		
SOLICITATION: MCON P-990 Explosives Handling Wharf #2, SWFPAC, NBK Bangor						
NOTE: <u>ALL</u> SHORT TERM VISITOR BADGE REQUESTS SHALL BE SUBMITTED BY E-MAIL, ON THIS FORM TO scott.c.blair@navy.mil NO LATER THAN <u>5 DAYS PRIOR</u> TO THE DATE OF THE SCHEDULED SITE VISIT. WEEKENDS AND HOLIDAYS DO NOT COUNT TOWARDS THIS NOTIFICATION TIME.						
FROM PRIME FIRM: _____				POC: _____		
ADDRESS: _____						
PHONE No.: _____				FAX No.: _____		
E-MAIL ADDRESS: _____						
1. VISITOR BADGE REQUEST FOR THE FOLLOWING PERSONNEL: (Please type or print clearly)						
NAME & SSN	POB	DOB	CITIZENSHIP	COMPANY NAME	START DATE	END DATE
<i>Last, First, MI XX-XX-XXXX</i>	<i>City, State</i>	<i>MM/DD/YYYY</i>	<i>US</i>	<i>Company XYZ</i>	<i>MM/DD/YYYY</i>	<i>MM/DD/YY</i>
AND NO OTHERS						
2. ABOVE LISTED PERSONNEL WILL BE WORKING AT THE FOLLOWING LOCATION(S):						
Pre-Award Conference and Site Visit beginning at Keyport Museum and through areas located on lower						

base as per RFP N44255-11-R-9004 (MCON P-990 Explosives Handling Wharf #2, SWFPAC, NBK Bangor). Access to lower base with a “B-9” security clearance is required for the above listed personnel. **The organized pre-proposal conference and site visit has been scheduled for 9:00 AM local time, January 5, 2012, and will conclude no later than 5:00 PM local time.**

3. GOVERNMENT POC (NAVFAC Northwest, Non-Regional Acquisition Team):

Please direct questions and/or concerns to Mr. Scott Blair at (360) 396-0236, scott.c.blair@navy.mil

NOTE: This form, when filled out, contains Personally Identifiable Information (PII) and is considered

“For Official Use Only” (FOUO)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	JAN 2011
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237990**.

(2) The small business size standard is **\$33.5M**[insert size standard].

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

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

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

Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(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, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

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

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

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

(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 Engaging in Sanctioned Activities Relating to Iran--Certification. 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) 52.223-13, Certification of Toxic Chemical Release Reporting.

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

(End of Provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2010)

As prescribed in 204.1202, substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8:

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

FAR/DFARS Clause #	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 ORCA. End of clause.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

- (c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

- (2) "Entity controlled by a foreign government"--

- (i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
---	---

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	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
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 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
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II	OCT 1997
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2010
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	DEC 2010
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	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
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	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	JAN 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
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	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	SEP 2009
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	OCT 2010
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991

52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
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) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7006	Radio Frequency Identification	FEB 2007
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988

252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JAN 2009
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.244-7001	Contractor Purchasing System Administration	MAY 2011
252.245-7003	Contractor Property Management System Administration	MAY 2011
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering from Government Supply Sources	NOV 2004

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 **1** 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 **1,340 calendar days from award**.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$37,929** for each calendar day of delay until the work is completed or accepted.

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

52.222-34 Project Labor Agreement Alternate I (May 2010)

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

“Labor organization” means a labor organization as defined in 29 U.S.C. 152(5).

“Project labor agreement” means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

(b) Consistent with applicable law, the Contractor shall negotiate a project labor agreement with one or more labor organizations for the term of this construction contract. The Contractor shall submit an executed copy of the project labor agreement to the Contracting Officer.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this clause shall—

(1) Bind the Contractor and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow the Contractor and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this clause does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The Contractor shall maintain in a current status throughout the life of the contract the project labor agreement entered into pursuant to this clause.

(f) *Subcontracts.* The Contractor shall require subcontractors engaged in construction on the construction project to agree to any project labor agreement negotiated by the prime contractor pursuant to this clause, and shall include the substance of paragraphs (d) through (f) of this clause in all subcontracts with subcontractors engaged in construction on the construction project. 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

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

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

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

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

(2) Submit this estimate to

Naval Facilities Engineering Command, Northwest
Attn: Mr. Scott C. Blair
1101 Tautog Circle, Suite 203
Silverdale, WA 98315
(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).
(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEP 2010)

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

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

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

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

(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)

52.236-1 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 by **BergerABAM, 33301 Ninth Avenue South, Suite 300, Federal Way, Wahsington 98003 – Surveys, Geotechnical Borings**

(b) Weather conditions Weather conditions are seasonal and endemic to Bangor, WA area.

(c) Transportation facilities: **Site is located withing SWFPAC waterfront restricted area with limited transportation access.** (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://www.arnet.gov/far>

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 0001 is incrementally funded. The sum of \$71,100,000 is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract:	\$ 71,100,000
November 15, 2013	46% of the remaining award balance
November 15, 2014	41% of the remaining award balance
November 15, 2015	Remaining balance

(End of clause)

L22.404-2 DAVIS-BACON WAGE DETERMINATION (FEB 2006)

Primary Davis-Bacon Wage Determination

STATE	COUNTY	CONSTR TYPE	WD#
WA	Kitsap	Heavy	WA100111
MOD#	PUBLICATION DATE		
11	11/04/2011		

Secondary Davis-Bacon Wage Determination

STATE	COUNTY	CONSTR TYPE	WD#
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MOD# PUBLICATION DATE

Description of work covered by Secondary Wage Decision

(END OF CLAUSE)

NAVFAC 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

NAVFAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless

so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f).
(End of clause)

NAVFAC 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies. (End of clause)

NAVFAC 5252.228.9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

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

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

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

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agents authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run **1,340 calendar** days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

NAVFAC 5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NOV 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Additional Vendor information is also available at http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information. Here you will find information on "Getting Started" as well as "Quick Reference Guides".

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

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

Initial Document Creation requires the following:

Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	Fill In (pick one of the following, deleting this statement and any information outside the quotation)

'Invoice and Receiving Report (Combo)' for a supply contract.

'Invoice as 2-in-1 (Services Only)' for services contracts that are paid using an other than DFAS STARS One Pay entitlement system.

'Construction Payment Invoice' for construction contracts that are paid using an other than DFAS STARS One Pay entitlement System.

'Navy Construction / Facilities Management Invoice' for construction or services contracts that are paid using a DFAS STARS One Pay entitlement system.

'Cost Vouchers' for cost reimbursement contracts.

Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify "Not Applicable"
Accountable Official Email Address	Fill In, if applicable or specify "Not Applicable"
Operations Assistant (OA) Email Address	Fill In, if applicable or specify "Not Applicable"
Activity Fund Administrator email Address	Fill In, if applicable or specify "Not Applicable"

The NAVFAC WAWF point of contact for this contract is **Fill In Your POC** and can be reached at **Fill In Email or Fill In Phone**.

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

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

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS Helpdesk at 877-251-WAWF (9293), email ccl-ec-navy-wawf-helpdesk@dfas.mil or the NAVFAC WAWF point of contact identified above in section (d). (End of clause)

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding

purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average 15 minutes.

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer. (End of clause)

NAVFAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

- (1) submit in writing his proposals for effectuating provision for accident prevention;
- (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program. (End of clause)

NAVFAC 5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

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

<u>Utility Provided</u>	<u>Cost Per Unit</u>
Electricity	\$75.93 per MHW
Potable Water	\$4.97 per 1000 gallons

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

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

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

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

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

5252.236-9310 Record Drawings. RECORD DRAWINGS (OCT 2004)

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

5252.236-9310 Record Drawings. RECORD DRAWINGS (OCT 2004)

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up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer. (End of clause)

NAVFAC 5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL(JUNE 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution. (End of clause)

NAVFAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

___(1) The Contracting Officers Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

___(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

**NAVFAC 5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT
(JUN 1994)**

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of

Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause. (End of clause)

Section 00800 - Special Contract Requirements

1. A letter of bondability on the Surety's letterhead stating the offeror has the bonding capacity available is required. The purpose of this letter is to put the bonding company on notice that their client is proposing on a project.
2. Performance and Payment Bonds. Performance and payment bonds in the amount of 100% of proposed price will be required and shall be submitted for approval to the Contracting Officer within **10** days of award of the contract. Commencement of construction is contingent upon approval of required bonds.
3. The place of performance will be Naval Base Kitsap at Bangor, Silverdale, Washington.
4. Davis Bacon Wages. Applicable Davis Bacon Wage Determinations(s) will be required for work performed under this contract. The applicable Davis-Bacon Wage Determination is applicable to this solicitation:

WA100111, Mod 11, 11/04/2011 WA111

5. The Contractor shall provide supervision in accordance with FAR 52.236-6, Superintendence by the Contractor.

6. SPECIAL CONTRACT REQUIREMENT FOR CONTRACTOR TO SUPPLY AND USE AN ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED PAYROLLS IN COMPLIANCE WITH FAR 52.222-8, PAYROLLS AND BASIC RECORDS AND FAR 52.222-13, COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS.

The US Department of Labor accepts the electronic submission of certified payrolls and the "electronic signature" is accepted for the purposes of "certifying the payroll". There are several electronic systems currently commercially-available to contractors for payroll processing in compliance with the Davis-Bacon and Related Acts.

The contractor shall use a supplemental electronic Davis-Bacon Act payroll processing system to process and submit certified payrolls electronically to the Government that are compliant with appropriate Davis-Bacon Act payroll provisions in the FAR. The contractor shall be responsible for obtaining and providing all access, licenses, and other services required for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Davis-Bacon and Related Act Regulations. The electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion, and providing a durable record copy of all payrolls and other documentation to the government at contract closeout. The contractor shall obtain and provide access to the Government via the internet with login authorization, as required to comply with the Davis-Bacon and Related Act Regulations over the duration of this construction contract. The access shall include electronic review access via the internet by the Government contract administrative office to the electronic payroll processing system used by the contractor.

The supplemental electronic payroll processing service shall meet the following basic functional criteria: commercially available; compliant with appropriate Davis-Bacon Act payroll provisions in the FAR; able

to accommodate the required numbers of employees and subcontractors planned to be employed under the contract; demonstrated security of data and data entry rights; ability to produce contractor-certified electronic versions of weekly payroll data; ability to identify erroneous entries and track the data/time of all versions of the certified Davis-Bacon payrolls submitted to the government over the life of the contract; capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic Davis-Bacon payroll processing system shall be provided to the Government during contract closeout.

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

7. DOD UCNI. MCON P-990 IS A DEPARTMENT OF DEFENSE UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION PROJECT (DOD UCNI).

All contractor personnel participating in this solicitation and resultant contract award must be a citizen of the United States of America.

Part Two RFP plans and specifications will be ready to be delivered upon issuance of Part Two at Naval Base Kitsap Bangor. In order to pick up plans and specifications, the approved firms for Part Two will need to provide proof of U.S. citizenship, and sign a certificate of non-disclosure.

All offerors, contractors, subcontractors, and suppliers not awarded the construction contract for MCON P-990 will be required to return their original CD(s) and paper prints and all copies of the plans and specifications made by the contractor, both paper and electronic, upon notification of contract award.

Upon completion of construction, the construction contractor, its subcontractors, suppliers and any other parties who have received any portion of the plans and specifications shall return all sets of plans and specifications both paper and electronic to the Government within 60 days of the contract completion date or another date as set by the Government.

Disclosure of project related information to individuals or organizations without an official need to know may only occur with written authorization from the contracting officer.

DoD UCNI requires protection from unauthorized dissemination consistent with that for other types of unclassified controlled information. The following are minimum protection standards outlined by OPNAVINST 5570.2.

When in use, physical control of DoD UCNI shall be maintained by an authorized individual so as to prevent unauthorized access.

When not in use, DoD UCNI shall be stored in a manner affording reasonable and adequate protection against unauthorized access. Storage in unlocked receptacles (I.e., file cabinets, desks, or bookcases) is adequate, when internal building security is provided during non-working hours. When such internal building security is not provided, DoD UCNI shall be stored in locked receptacles.

DoD UCNI shall only be physically transmitted by: U.S. First Class, Express, Certified, or Registered Mail; commercial carrier so long as package is directed to the name of the cognizant individual; any means approved for classified documents; or hand carry by an authorized person maintaining continuous

control. DoD UCNI shall be packaged in opaque wrapping to prevent disclosure of the presence of DoD UCNI when transmitted by a means that could allow unauthorized access. The package shall be marked, "To Be Opened By Addressee Only".

UCNI may be **electronically transmitted** by **protected means** in accordance with SSPINST 5230.11, such as SWSNET Applications, **DoD approved PKI ENCRYPTED** Email, or secure fax. DoD approved PKI certificates must be issued under the External Certification Authority (ECA). ECA approved vendors are: Operational Research Consultants, Inc (<http://www.eca.orc.com>); VeriSign, Inc (<https://eca.verisign.com>); IdenTrust, Inc. (<http://www.identrust.com/certificates/eca/index.html>). In the event of an **emergency**, UCNI may be transmitted via unprotected telephonic (voice), fax with **point-to-point transmission** (sender/recipient must be at their machines) or **UN-encrypted** Email transmission. **Contracting Officer will determine if an "emergency" exists warranting an unprotected transmission of UCNI.**

The offeror shall treat all technical communications as UCNI. All emails shall begin with:
"DoD UCNI:"

followed by the subject of email. The body of each email shall begin with:

"DoD UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION exempt from mandatory disclosure 5 U.S.C. 552(b)(3), as authorized by 10 U.S.C. 128

=====

Each email shall end with:

"pre-decisional document; at least partially exempt from release under FOIA, P.L. 93-502 (5 U.S.C. §552), by Exemption 5, 5 U.S.C. 552(b)(5). Do not release or forward outside NAVFAC without prior specific approval of originator or higher authority."

All written communication shall be packaged in opaque wrapping to prevent disclosure of the presence of DoD UCNI when transmitted by a means that could allow unauthorized access. The package shall be marked, "To Be Opened By Addressee Only".

8.0 NAVY COMMERICAL ACCESS AND CONTROL SYSTEMS (NCACS)

Naval Base Kitsap Bangor has implemented a standardized base entry protocol called "NCACS" for each individual Contractor requiring base access.

Guidance for NCACS enrollment and gate passes is available from <http://www.rapidgate.com>.

9.0. Crane Supplier Part Two and Post-Award Substitution Requirement

The Offeror shall only propose a crane supplier that was prequalified under Part One of this solicitation. As per the RFP section 001000, page 8, ¶6 (2)(e), Offerors will be able to revise its crane contractor during Part 2 of the solicitation if necessary. However, substitution of the crane supplier will not be made without the prime contractor providing a written explanation as to the reason for the substitution, written approval of the Contracting Officer, and only after the proposed substitute has been approved in accordance with the same evaluation criteria cited under Part One, Factor 3.A.(i) through (iii) of this solicitation. Post award substitution of crane suppliers must also meet the above requirements. No increase in cost will be allowed when crane supplier substitution is authorized post award.

10.0 Project Labor Agreement.

This solicitation includes FAR provision 52.222-33 Alternate II (May 2010) Notice of Requirement for Project Labor Agreement. A draft Project Labor Agreement is included following Section 00800. Offerors are requested to submit comments on the Draft Project Labor Agreement by close of business on December 28, 2011. Once comments are received, the Government will continue to coordinate with the Trade Council to determine minimum acceptable terms that will be incorporated into the requirement that they enter into a PLA that reflects those minimum requirements. Comments are to be provided via email to Scott Blair at scott.c.blair@navy.mil.

The solicitation also includes FAR Clause 52.222-34 Project Labor Agreement Alternate I (May 2010) which requires the Contractor to submit an executed copy of the Project Labor Agreement to the Contracting Officer. The executed PLA shall be submitted within ten (10) days of award.

PROJECT LABOR AGREEMENT

P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor Silverdale, Washington

Date: _____

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ARTICLE I

PURPOSE

Section 1. This Agreement is entered into this _____ day of _____, 20____, by and between _____, its successors or assigns (“Project Contractor”) and the [insert names of unions], acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the “Union or Unions,” with respect to the construction of the P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor hereinafter “Project.”

Section 2. The term “Contractor” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to _____ [Name of Prime Project Contractor] for P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor alone is intended, the term “Project Contractor” is used.

Section 3. The Parties to this Project Labor Agreement acknowledge that the construction of the P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor is important to the development of Naval Base Kitsap Bangor. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

Section 4. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Section 5. The parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Section 6. In the event a signatory union’s CBA is subject to negotiation during the term of this Agreement, the terms and provisions of the expired contract shall be maintained in effect. The Project Contractor shall be notified in writing of the changes made and the ratification of the modified CBA. Upon such notification, signatory parties may, by mutual agreement, waive or adjust wage increases if addressed in the modified CBA.

Section 7. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

Section 8. If the arbitrator determines that a violation of Section 7 above, has occurred, the party or parties found to be in violation shall pay as liquidated damages, the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$15,000; and for each shift thereafter on which the craft has not returned to work, \$15,000 per shift. If the arbitrator determines that a lockout has occurred in violation of Section 7, he shall be empowered to award back pay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this section and Section 7 of this Article.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work.

- a) The Project is defined as: P-990 Explosive Handling Wharf #2 at Naval Base Kitsap – Bangor, Silverdale, WA. This project consists of two Contract Line Item Numbers (CLINs). CLIN 0001 is for the construction of an Explosive Handling Wharf, which includes a wharf deck, outboard support for cover, warping wharf and approach ramp (with a minimum of a 50 year lifecycle), cover for the wharf of steel structure with frangible sidings, power utility booms, hardened guard gun positions, guard rooms, and control room, support and office buildings. Supporting facilities include concrete and/or steel piles, pile caps, underground electrical distribution, lightning protection, communications, fire and security protection systems, sewer systems, access roads, storm drainage, and submarine hotel services. CLIN 0002 is for collateral equipment which requires the design, fabrication, installation, and testing of two overhead crane systems which are an integral part of the Explosive Handling Wharf.
- b) It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this

Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the National Transient Lodge (NTL) Articles of Agreement, the Agreement for Stacks/Chimneys, Agreement for Natural Draft Cooling Towers, Joint National Industrial Agreement For Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VI, VII, and VIII of this Project Agreement, which shall apply to such work. If this agreement is silent on any issue the local Collective Bargaining Agreements (CBA) shall prevail. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following:

a) All off-site fabrication, pre-fabrication, assembly and handling of materials, equipment or machinery and all deliveries to and from the Project site (except as dedicated lay-down or storage areas and transportation between such areas and the Project site).

b) [Add additional exclusions as necessary]

Section 6. The provisions of this Project Agreement shall not apply to NAVFAC and nothing contained herein shall be construed to prohibit or restrict NAVFAC or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the

Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

ARTICLE III

UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

ARTICLE IV

UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Unions shall have reasonable access to the Project, provided they do not interfere with the work of employees, and further provided that such representatives fully comply with the visitor, safety, and security rules and any environmental compliance requirements established for the Project.

Section 2. Each craft Union may, at their option, appoint a working journeyman as steward for each shift who will be paid at the correct wage rate for the job classification in which employed and will be allowed reasonable time to fulfill their responsibilities for the benefit of the parties to this Agreement. Stewards shall be one of the last employees of each craft's workforce to be laid off provided they can perform the work required by their Employer. Forty-eight (48) hours prior notification of any layoff or termination of a steward shall be given to the union.

Section 3. Notwithstanding above, it is not the intent of this article to require an employer to grant super seniority to any shop steward if shop steward does not have the minimal skill to perform the available work. There will be no non-working stewards.

ARTICLE V

MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the base entrance gate(s) and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days. In addition, any parties found to be in violation shall be subject to liquidated damages specified in Article I, Section 8.

Section 3. Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall

not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VII

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and , if after conferring, a settlement

is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (<http://www.bctd.org/BCTD/media/Files/Plan-for-the-Settlement-of-Jurisdictional-Disputes---Effective-May-1,-2011.pdf>) or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the Building and Construction Trades Council & NWNCA II prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX

WAGES AND BENEFITS

Section 1. The Employer recognizes the applicable CBA wage and fringe benefit terms in effect at the time of project award. We will have continued negotiation on the escalation of wages and fringe benefit during the period of performance of the Project and any increases shall be at a reasonable rate based on the economy.

Section 2. The Parties recognize the Owner's commitment to provide opportunities on the Project for SBA and DBE certified contractors, as well as other subcontractors which may not have previously had a relationship with the Unions signatory to this PLA. To ensure that contractors or subcontractors will have the ability to employ their core employees on the Project without providing duplicate benefits to their core employees, such contractors may request a waiver of contributions to the appropriate Union Trust Funds, provided that the following requirements have been met:

- a) Such request shall be made to the Labor/Management Committee in writing.
- b) A copy of the Company's medical, retirement, training, and any other fringe benefit program, along with company and employee costs for such programs, has been submitted to the Labor/Management Committee along with request for waiver.

- c) Each **core employee** desiring to continue to receive their benefits under their employer's existing program, in lieu of benefits which may be earned under the appropriate Union Trust Funds, **must also request a waiver of contributions in writing.**
- d) The Contractor or Subcontractor shall remit the required hourly contributions to the appropriate Union Trust Funds on behalf of all craft employees on the Project, **except core employees that have requested a waiver of contributions in writing.**
- e) **The Contractor or Subcontractor shall submit monthly copies of all remittance forms confirming compliance with all Trust or benefits program requirements.**
- f) **All SBA And DBE certified contractors shall provide bona fide benefits to their employees. Cash payments in lieu of bona fide benefits will not be allowed on this Project.**

ARTICLE X

SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors of whatever tier will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

Section 1. Any employer bidding as a general contractor shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.

Section 2. In the event the Employer subcontracts out any work covered by this Agreement, such subcontractors, at all tiers, shall become signatory to this Agreement, prior to beginning work on the Project.

ARTICLE XI

UNION SECURITY

Section 1. [Add Union Security per applicable Local CBA]

ARTICLE XII

PROJECT WORK RULES

Section 1. Slowdowns, standby crews and featherbedding practices will not be tolerated.

Section 2. [Add additional rules as necessary]

ARTICLE XIII

HOURS OF WORK, ETC.

Section 1. Shifts

- a) Shift work may be performed at the option of the Contractor(s) upon three (3) working days' prior written notice to the Union(s), and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay.
- b) If the Contractor works two (2) ten (10) hour shifts, each shall consist of ten (10) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay.
- c) When three (3) shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and shall be paid at the regular rate of pay. The last shift starting on or before 6:00 P.M. Friday and carrying over to Saturday shall be considered Friday work time and the shift starting on or before 6:00 P.M. on Sunday and carrying over to Monday shall be considered Sunday work time. The shift starting at or after 6:00 A.M., is designated as the first shift with the second shift following.

Section 2. Make-Up Day

- a) In the event the contractor is unable to work forty (40) hours in any 8 hour shift work week due to inclement weather, Saturday and/or Sunday may be used as a voluntary make-up day. The pay will be the employee's regular straight time rate of pay.

ARTICLE XIV

APPRENTICESHIP UTILIZATION

Section 1. The Project Contractor and its subcontractors shall implement a Project Apprenticeship Program to meet the requirements established. The signatory unions shall supply labor for each craft to provide training and job opportunities as a means to increase the skill of the Regions work force.

Section 2. The Project Contractors and its subcontractors shall commit to meet the project apprenticeship participation requirements of fifteen percent (15%) per craft of the total contract labor hours, excluding offsite vendors and suppliers.

Section 3. The signatory unions shall provide upon request by each employer or subcontractor, sufficient quantities of qualified SAC-registered (Washington State Apprenticeship Training Council) approved apprentices to complete the task assigned. Such apprentices shall work under the supervision of a journeyman.

Section 4. During the initial construction planning period, the Project Contractor and its subcontractors shall prepare and submit a plan for SAC-registered apprentice's participation. The plan of the Project Contractor and each subcontractor shall estimate the total contract labor hours to establish the framework for apprenticeship participation to be submitted to GC/CM at the pre-construction meeting.

Section 5. Each subcontractor shall provide a monthly report of apprentices used that month by craft and trade at each tier and level of work, noted with an ongoing status of the progress towards the originally submitted plan.

- a) The Apprenticeship monthly report shall identify the individual apprentices who participated.
- b) The Apprenticeship Program participation requirements shall apply to all change orders and amendments to the contract.
- c) All Apprenticeship and Workforce reports are to be in electronic form. The Fields and the types of information requested to be determined mutually between the parties.
- d) Bidders are to submit verification that the subcontractor has been notified of the Apprenticeship Program Requirements of this Article.

ARTICLE XV

HELMETS TO HARDHATS

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XVI

REFERRAL PROCEDURES

Section 1. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant.

ARTICLE XVII

SAFETY AND HEALTH

Section 1. The Project Contractor and its subcontractors and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended, relating to job safety and safe working, practices.

Section 2. The Project Contractor and its subcontractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

Section 3. The Project Contractor and its subcontractors shall provide adequate sanitary toilet facilities, water and clean up facilities for the employees.

Section 4. The Project Contractor and its subcontractors shall provide a safe place for storage of tools and facilities ventilated and heated for changing clothes.

Section 5. All required safety equipment shall be provided by the GC/CM or its subcontractors.

ARTICLE XVIII

GENERAL SAVINGS CLAUSE

Section 1. If any article or provisions of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government (*including such authorities as established within Project enabling legislation referred to under Article I within this Agreement*). The Project Contractor and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and seal an article or provision which will meet the objections to its validity and which will be in accord with the Intent and purpose of the article or provision in question.

Section 2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this agreement or the applications of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XIX

TERMS OF AGREEMENT

Section 1. This Project Labor Agreement shall become effective on _____ and shall continue only until the Project is completed or abandoned by the Owner, or by the Project Contractor for the Project.

EMPLOYER _____

Name: _____

Title: _____

Date: _____

UNION _____

Name: _____

Title: _____

Date: _____

UNION _____

Name: _____

Title: _____

Date: _____

UNION _____

Name: _____

Title: _____

Date: _____

UNION _____

Name: _____

Title: _____

Date: _____

**P-990 EXPLOSIVE HANDLING WHARF #2, NAVAL BASE KITSAP – BANGOR,
SILVERDALE, WA**

**PROJECT LABOR AGREEMENT
ATTACHMENT “A”
LETTER OF ASSENT**

The undersigned, as a contractor or subcontractor on a contract to perform construction work as part of the P-990 Explosive Handling Wharf #2 project, for and in consideration of the award of a contract to perform work on the project, and in full consideration of the mutual promises made in the Project Labor Agreement a copy of which was received and is acknowledged hereby:

1. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including evidence of non-compliance with the drug-free workplace program, will subject the non-complying Contractor or employee(s) to being prohibited from the project site until full compliance is obtained.
2. Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project.
3. Agrees to secure from any subcontractor, of any tier (as defined in said Project Labor Agreement), a duly executed Letter of Assent in form identical to this document prior to that subcontractor's commencement of any work on the project.

Dated: _____

Company/ Contractor: _____

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Title: _____

SECTION 00800 continued

General Decision Number: WA100111 11/04/2011 WA111

Superseded General Decision Number: WA20080111

State: Washington

Construction Type: Heavy
Including water and sewer line construction

County: Kitsap County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	07/02/2010
3	07/30/2010
4	08/13/2010
5	10/01/2010
6	11/19/2010
7	11/26/2010
8	07/01/2011
9	09/23/2011
10	10/28/2011
11	11/04/2011

CARP0770-031 06/01/2010

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 35.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- Seattle Olympia Bellingham
- Auburn Bremerton Anacortes
- Renton Shelton Yakima
- Aberdeen-Hoquiam Tacoma Wenatchee
- Ellensburg Everett Port Angeles
- Centralia Mount Vernon Sunnyside

Chelan Pt. Townsend

Zone Pay:

0 -25 radius miles Free
26-35 radius miles \$1.00/hour
36-45 radius miles \$1.15/hour
46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free
26-45 radius miles \$.70/hour
Over 45 radius miles \$1.50/hour

ELEC0046-006 06/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 40.81	3%+15.71

ENGI0302-027 06/01/2011

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - \$1.00
Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; excavator/Trackhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Loader- overhead 6 yards to, but not including 8 yards; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Scraper: under 45 tons; Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Forklift: 3,000 lbs and over with attachments; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than plant mix; Forklift: under 3,000 lbs with attachments Grade Checker; Drill Assistant; Boom Truck 10 tons and under

IRON0086-010 07/01/2010

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 37.67	19.60

LABO0001-026 06/01/2009

ZONE 1:

	Rates	Fringes
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Laborers:

GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Form
Stripping

GROUP 4: Grade Checker; Pipe Layer; Handheld Drill; High
Scaler; Jackhammer

GROUP 5: Mason Tender-Brick

PAIN0005-008 03/01/2009

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 20.82	7.44

* PLAS0528-004 10/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.90	14.38

SUWA2009-062 08/07/2009

	Rates	Fringes
LABORER: Landscape and Irrigation.....	\$ 13.52	3.35

OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Backhoe.....	\$ 27.86	6.92
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Power Shovel.....	\$ 25.12	7.83
OPERATOR: Skid Steer.....	\$ 10.63	0.00
OPERATOR: Loader.....	\$ 26.46	7.94
TRUCK DRIVER: Dump Truck.....	\$ 25.75	8.38
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

* TEAM0174-006 06/01/2009

Rates Fringes

Truck drivers:

ZONE A:

GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM CENTRALIA RAYMOND OLYMPIA
EVERETT SHELTON ANACORTES BELLEVUE
SEATTLE PORT ANGELES MT. VERNON KENT
TACOMA PORT TOWNSEND ABERDEEN BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is

required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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

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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 (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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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