



**REQUEST FOR PROPOSALS**

**HSCG50-16-R-CGRMAC**

**INDEFINITE DELIVERY/INDEFINITE QUANTITY REGIONAL MULTIPLE  
AWARD CONSTRUCTION CONTRACTS (RMACC)**

**AT**

**VARIOUS DEPARTMENT OF HOMELAND SECURITY (DHS)  
FACILITIES THROUGHOUT THE  
UNITED STATES AND TERRITORIES**

### **United States Coast Guard Ombudsman Program**

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the Contracting Officer or Ombudsman.

**Informal Forum with the Ombudsman.** Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer. If the Contracting Officer is unable to satisfy their concerns, interested parties are encouraged to contact the U.S. Coast Guard Ombudsman for Agency Protests. Under this informal process the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman.** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions. If the protester's concerns are unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest to either the Contracting Officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in [FAR 33.103\(d\) \(2\)](#). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. To be timely protests must be filed within the period specified in [FAR 33.103\(e\)](#). Formal protests filed under the OPAP program should be submitted electronically to [OPAP@uscg.mil](mailto:OPAP@uscg.mil) and the Contracting Officer or by hand delivery to the Contracting Officer.

**Election of Forum.** After an interested party protests a Coast Guard procurement to the Contracting Officer or the Ombudsman, and while the protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If the protest is filed with an external forum, the agency protest will be dismissed.

**The Ombudsman Hotline telephone number is 202.372.3695.**

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	HSCG5016RCGRMAC	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	07/20/2016	1 83

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY United States Coast Guard SILC Construction 915 2ND AVE., RM 2664 Seattle, WA 98174	CODE	8. ADDRESS OFFER TO SEE SECTION L

9. FOR INFORMATION CALL:	a. NAME Mark Snell	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 206-220-7413
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**SOLICITATION**

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

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

Department of Homeland Security Regional Multiple Award Construction Contracts (RMACC)

North American Industry Classification System Code (NAICS) 236220 Commercial and Institutional Building Construction  
Small Business Size Standard: \$36.5M

Each Regional Multiple Award Construction Contract is set aside for contractors in one or more small business socioeconomic programs. It is anticipated that nine Regional Multiple Award Indefinite Delivery Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be awarded from this single solicitation.

Term of IDIQ Contracts: Base Year + Six Option Years

Two-Phase Design-Build Selection Procedures outlined in FAR Subpart 36.3 will be used for this procurement. Those offerors selected as most highly qualified during Phase One will receive the requirements and wage determination for a regional seed project as part of Phase Two. Site Visit information for regional seed projects will be provided during Phase Two.

The RMACC is being issued as a single solicitation. Offerors will need to submit unique proposals for each region they wish to be considered for. Proposal submission procedures are described in Section L.

11. The contractor shall begin performance within <u>15</u> calendar days and complete it within _____ calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____ ).	12b. CALENDAR DAYS 10
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

b. An offer guarantee  is,  is not required.

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

d. Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)
CODE	FACILITY CODE

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

AMOUNTS

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NUMBER									
DATE.									

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
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30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA  BY	31c. DATE
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The U.S. Coast Guard (USCG), Shore Infrastructure Logistics Center (SILC) Construction Contracting Office, has determined the need to re-procure a suite of nine Indefinite Delivery Indefinite Quantity (IDIQ) Regional Multiple Award Construction Contracts (RMACCs) to perform construction on a regional basis nationwide. The contracts will be available on a non-mandatory, enterprise-wide basis to all DHS Directorates and Components. The DHS Components include: United States Citizen and Immigration Services (USCIS), United States Customs and Border Protection (CBP), United States Coast Guard (USCG), Federal Emergency and Management Agency (FEMA), Federal Law Enforcement Training Center (FLETC), United States Immigration and Customs Enforcement (ICE), Transportation Security Administration (TSA), and United States Secret Service (USSS).

The contracts will meet a majority of the DHS infrastructure needs for maintenance, repair, and construction for all projects with a value below \$7M within the 50 United States and its territories. These contracts are intended to provide prompt responses on an as-needed basis for routine and emergent requirements. The contracts offer a streamlined approach to construction contracting and ongoing competition between qualified contractors.

The scope of work will include real property repairs, maintenance, and general construction, marine construction, demolition, historical restoration, and remediation. Facilities include, but are not limited to, operations buildings, hangars, boat houses, firing ranges, residential and light commercial buildings and their mechanical and electrical systems, site utilities, waterfront facilities, electronic surveillance/security construction, dredging, and airports/runways. Design-Build, One-Step Turnkey (Design-Build), and Design/Bid/Build project delivery methods will be used.

Each of the nine contracts will be aligned with a specific geographical region corresponding to Coast Guard Districts. A map of the Coast Guard Districts has been provided in the files accompanying this notice. A separate contract will cover the United States territories within the Region of Caribbean and Puerto Rico (Contract Region 7.5) which is actually a part of Coast Guard District 7. This area was separated because the government considers that the market conditions are significantly different than those in the rest of the District. Contract Regions 11 and 13 will be combined as they were on the predecessor RMACC. A regional map is depicted below:



The Coast Guard has six different Civil Engineering Units (CEUs). Each of the CEUs is aligned with one or two of the Coast Guard Districts. Each CEU will award and administer the contracts for the regions that correspond with

the Districts to which they are aligned. After contract award, ordering authority and ordering procedures will be provided to all DHS components.

All contract awards will be based on a single solicitation. The solicitation will prescribe phased proposal due dates for each regional contract. Offerors will submit a separate proposal for each regional contract to the CEU assigned to conduct the procurement. The terms and ordering procedures of each contract will be uniform among the nine contracts, in a manner to promote a standardized method of delivery. Also the evaluation factors for each region will be uniform and a single source selection authority will take responsibility for all contract awards that stem from the solicitation; but, separate source selection teams will be formed to evaluate each regional contract. Pre-proposal inquiries will be reviewed programmatically and any amendments will be issued to the solicitation as required. Any protests received after close of the solicitation will be directed in a manner to allow ongoing efforts to continue, where possible. For instance, in the case of a protest related to a specific regional contract, it is our intention to resolve these matters at the regional contract level, in order to isolate any delays to the regional contract that is under protest. In essence, each regional award decision will be considered a separate source selection.

Each Regional Multiple Award Construction Contract is set aside for contractors in one or more small business socioeconomic programs. Each of the contracts will include a base year and six option years. Task order limits will range from \$2,000 to \$7M. As previously noted, ordering authority will be available to any Department of Homeland Security component with appropriate warrant authority. The minimum guarantee for each individual contract will be \$5,000. The anticipated aggregate capacity for the nine new regional RMACCs is \$1.25 Billion. Each separate multiple-award IDIQ contract (regional contract) will have a separate aggregate capacity for the duration of the contract and there will be no annual limits or limits on a “per contract basis.” Up to ten individual contracts (individual contractors) are anticipated for each regional contract.

Following is a table showing the CEU assignment, the socioeconomic program set-aside, and the proposed aggregate capacity for each of the contracts:

RMACC Contract Region	Regional CEU	Contract Set-Aside	Aggregate Capacity
Region 1	CEU Providence	8(a)	\$150M
Region 5	CEU Cleveland	SDVOSB	\$150M
Region 7	CEU Miami	8(a)	\$125M
Region 7.5	CEU Miami	8(a)	\$50M
Region 8	CEU Miami	HUBZone	\$125M
Region 9	CEU Cleveland	8(a)	\$150M
Region 11 / 13	CEU Oakland	SDVOSB	\$275M
Region 14	CEU Honolulu	8(a)	\$75M
Region 17	CEU Juneau	HUBZone; 8(a)	\$150M

\*Note Regions set aside for 8(a): See regional SBA 8(a) acceptance letters for additional information on eligibility.

\*\*Note on Region 14: Guam is included in this region.

\*\*Note on Region 17: The contract will be set aside for contracts in the HUBZone program and/or the 8(a) program. Awards will be made in a manner where at least two contracts are reserved for 8(a) contractors and at least two contracts are reserved for HUBZone contractors. After award of the contract, the Contracting Officer will be able to set-aside orders to either the HUBZone program or the 8(a) program, where the rule of two is met. The contract will be administered in accordance with FAR 19.502-4, Multiple-Award Contracts and Small Business Set-Asides.

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**SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS**

Each of the contracts will include a base year and six option years. Task order limits will range from \$2,000 to \$7M and be Firm Fixed Price.

0001	BASE YEAR RMACC FFP
0002	1 <sup>st</sup> OPTION YEAR RMACC FFP
0003	2 <sup>nd</sup> OPTION YEAR RMACC FFP
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## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C. 1 Scope of Work**

This DHS-wide contract is intended to provide prompt response on an as-needed basis for regional routine and emergency construction services nationwide. This DHS-wide multiple award contract will meet the majority of DHS's infrastructure needs for maintenance, repair, and construction for projects with a value up to \$7M within the 50 United States and its Territories. This contract is a re-compete of the current Regional Multiple Award Construction Contract (RMACC). The multiple award contract offers a streamlined approach to construction contracting and ongoing competition between qualified contractors. The RMACC is set aside for contractors in one or more of the following small business socioeconomic programs: Historically Underutilized Business Zone (HUBZone), certified Small Disadvantaged Businesses under the Small Business Administration's 8(a) Program, or Service Disabled Veteran Owned Small Business (SDVOSB).

The project delivery methods include Design-Build, One-Step Turnkey (Design-Build), and Design/Bid/Build. The scope of work will include real property repairs, maintenance, and general construction, marine construction, demolition, historical restoration, and remediation. Facilities include, but are not limited to, operations buildings, hangars, boat houses, firing ranges, residential and light commercial buildings and their mechanical and electrical systems, site utilities, waterfront facilities, electronic surveillance/security construction, dredging, and airports/runways.

The contract awardees under this procurement shall be able to provide all necessary personnel, facilities, equipment, and materials for multiple and concurrent task orders within the respective regions across the United States and its territories. The firm shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed as required in compliance with all applicable environmental and safety laws and regulations and will meet all relevant, appropriate, and applicable standards. Specific requirements will be detailed in each task order general requirements, specifications, and drawings. The description of these requirements will vary for each acquisition dependent upon the needs of the requiring entity. Projects will include a variety of assignments involving the U.S. Department of Homeland Security (DHS) and Components within DHS.

RMACC contractors should have Design-Build capabilities; however, it should be noted that the Coast Guard is expected to place the majority of orders on the contract and the Coast Guard does not intend to routinely use the RMACC for projects that require complex or collaborative designs that are difficult to forward price, require lengthy review processes, or require significant expense for the presentation of a proposal. Instead, the Coast Guard intends that the majority of the work on the RMACC will utilize the Design/Bid/Build project delivery method or the One-Step (Design-Build) Turnkey delivery method for which the Coast Guard has special statutory authority (See 14 USC 677). The One-Step Turnkey process on this contract will entail selection of a contractor through the fair opportunity process on the basis of price or price in combination with other evaluation criteria to perform, in accordance with the provisions of a firm fixed price contract, both the design and construction of a facility using performance specifications. When utilizing this process, the Coast Guard will be sensitive to any advanced design costs necessary to offer a proposal and will attempt to minimize or eliminate these costs by restricting the One-Step Turnkey process to only non-complex design that can be easily coordinated between the contractor and designer and approved through a contract submittal process.

## C. 2 Applicable Publications

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

### (a) ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS:

16 CFR 1303	Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint
40 CFR 61	National Emission Standards for Asbestos
40 CFR 112	Oil Pollution Prevention
40 CFR 136-143	Water Programs
40 CFR 204	Noise Emission Standards for Construction Equipment
40 CFR 260-279	Solid Waste Regulations
40 CFR 280-282	Underground Storage Tank Regulations
40 CFR 311-374	Worker Right-to-Know
40 CFR 761	Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions

### (b) U.S. DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS:

29 CFR 1910	Worker Safety Requirements
29 CFR 1926.62	Lead
29 CFR 1926.1101	Asbestos

### (c) U. S. DEPARTMENT OF TRANSPORTATION REGULATIONS:

49 CFR 100-199	Hazardous Materials Transportation, Handling, and Storage Regulations
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### (d) COMDTINST M6260.16

U.S. Coast Guard Asbestos Exposure Control Manual

### (e) COMDTINST M5100.47

U.S. Coast Guard Safety and Environmental

## Health Manual

### C.3 REFERENCE STATUTES

The statutes listed below form a part of this specification to the extent referenced.

Clean Air Act (CAA) (42 U.S.C.7401 to 7642)

Clean Water Act (33 U.S.C. 1251 to 1387)

Safe Drinking Water Act (SDWA)

Coastal Zone Management Act (CZMA)

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 to 9675)

Emergency Planning and Right-to-Know Act (EPCRA)

Endangered Species Act (ESA)

Energy Independence and Security Act of 2007 (EISA)

Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. 136 to 139y)

National Historic Preservation Act (NHPA)

Noise Control Act (NCA) (42 U.S.C. 4901 to 4918)

Pollution Prevention Act (PPA) - (42 U.S.C. 13101 to 13109)

Residential Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681 to 2692)

Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 to 6991i)

Solid Waste Disposal Act (SWDA) - (42 U.S.C. 6901 to 6991i)

Toxic Substance Control Act (TSCA) (15 U.S.C. 2601 to 2654)

**SECTION D**  
**PACKAGING AND MARKING**

**D.1 - PACKAGING AND MARKING**

(a) All shipments of materials, equipment and/or supplies to the project site shall be addressed to the Contractor and not the Government. Preservation, packaging and packing shall be in accordance with standard practices for commercial packaging.

(b) Government personnel are not authorized to accept deliveries for the contractor, nor are they responsible for off-loading shipments. A contractor representative must be present to accept deliveries.

**SECTION E**  
**INSPECTION AND ACCEPTANCE CONSTRUCTION**

**E. 1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)**

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

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

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

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

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

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior

rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

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

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

## E.2 DAILY REPORTING REQUIREMENT

The Contractor shall prepare and file a "Contractor's Daily Report", for each day of contract performance. Description must include task order numbers and work being performed. These reports shall be delivered to, or if directed, mailed to the Construction Manager on Fridays. The daily report shall include the name of Contractors and Subcontractors on-site, the number of workers and their labor categories employed on-site, the work being performed, the type of equipment on-site, any change order work being performed, and whether the work being performed is on schedule. Reports shall be numbered, dated and signed by the Contractor or his Project Manager. Failure to submit the daily reports could result in payments being withheld until such time as all daily reports are current.

## E.3 FINAL INSPECTION

a. Contractor Self-Inspection. Prior to the completion date of each task order, the Contractor's Quality Control Manager shall conduct a self-inspection of the site and document all items needing correction by means of a punch list. The corrected punch list shall be provided to the Contracting Officer's

Representative at the same time the pre-final inspection is requested. All punch list items must be corrected prior to requesting the pre-final inspection.

b. The Contractor and the Contracting Officer's Representative will jointly conduct a pre-final inspection prior to requesting a final inspection. Any item needing correction shall be noted on the Pre-Final Inspection Punch List. Any discrepancies noted will be corrected prior to any final inspection. The Contracting Officer Representative may schedule more than one pre-final inspection if he determines it necessary.

c. When the Contractor is ready for final inspection, he will request final inspection in writing to the Contracting Officer and Contracting Officer's Representative (COR). A copy of the Pre-Final Punch List shall be attached to this request with the corrective action taken noted. The final inspection will be requested at least 48 hours before the desired date.

d. The final inspection shall be performed with the Contractor by the COR, Contracting Officer, Safety Officer, and representatives of the using activity. Any discrepancies noted will be corrected within the time specified in each task order for the completion of work.

e. Prior to close-out and final payment of each task order, the following are required:

1. All submittals. To be submitted as required by each task order and may include product submittals, as-built drawings, manuals, etc.
2. All warranties. To be submitted with the request for Final Inspection.
3. Contractor's Release: To be submitted with the Contractor's final invoice.

## SECTION F

### DELIVERIES AND PERFORMANCE

#### F.1 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

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

#### F.2 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 **(each task order may specify the amount of liquidated damages)** 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.

#### F.3 52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

#### F.4 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

#### F.5 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)



(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

#### F.6 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

(1) by an act of the Contracting Officer in the administration of this contract, or

(2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### F.7 FAIR OPPORTUNITY PROCEDURES

Consistent with FAR 16.505(b) each awardee will be provided a fair opportunity to be considered for each order exceeding \$3,500.00, except as outlined at FAR 16.505(b)(2).

The Contracting Officer has the discretion to determine the submission requirements for each task order. Each request for proposal will clearly outline the proposal requirements and evaluation criteria. The Contracting Officer may elect to use the appropriate evaluation scheme consistent with FAR 16.505 procedures.

#### F.8 TASK ORDER (TO)

(a) A task order is the contractual instrument issued by the Government to the Contractor to order work. The task order is issued upon agreement between the Government and the Contractor on the scope of work, performance time, and the fixed price for the work. The task order will be the Notice-To-Proceed. Order for Supplies or Services Form, OF 347 will be issued for each task order.

(b) Orders placed under this indefinite delivery contract shall contain the following information:

- (1) Date of order
- (2) Contract number and order number
- (3) Item number and scope of work
- (4) Delivery or performance date
- (5) Place of delivery or performance
- (6) Packaging, packing, and shipping instructions
- (7) Accounting and appropriation data
- (8) Bonding requirements
- (9) Any other pertinent information

(c) Modifications to task orders may be required due to differing site conditions, increased scope of work or a decreased scope of work. Modifications are issued pursuant to specific standard clauses contained in the basic contract. If a modification to a task order is required, the Contractor shall submit a detailed cost proposal to include at minimum the following: material cost breakdown, labor rate breakdown, overhead, and profit.

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

(e) In accordance with FAR 52.216-19, the minimum single order amount is \$2,000.00 and the maximum single order amount is \$7,000,000.00. The U. S. Coast Guard SILC Construction Chief of Contracting Office may approve an exception to the minimum and maximum amounts.

## F.9 GUARANTEED MINIMUM AMOUNT

In accordance with FAR 52.216-22(b), the guaranteed minimum quantity of work the Government agrees to order during the life of the contract, including any options exercised is \$5,000.00.

## F.10 OVERALL CONTRACT MAXIMUM QUANTITY

The maximum quantity of work the Government may order under each regional contract is:

RMACC Region	CEU	Set-Aside	Capacity
Region 1	CEU Providence	8(a)	\$150M
Region 5	CEU Cleveland	SDVOSB	\$150M
Region 7	CEU Miami	8(a)	\$125M
Region 7.5	CEU Miami	8(a)	\$50M
Region 8	CEU Miami	HUBZone	\$125M
Region 9	CEU Cleveland	8(a)	\$150M
Region 11/13	CEU Oakland	SDVOSB	\$275M
Region 14	CEU Honolulu	8(a)	\$75M
Region 17	CEU Juneau	HUBZone; 8(a)	\$150M

**SECTION G****CONTRACT ADMINISTRATION DATA****G.1 INSTRUCTIONS FOR SUBMITTING MATERIAL APPROVALS**

Submittals must be provided in sufficient time and in such sequence to avoid delays in the work. Test reports and certifications shall be submitted and approved prior to payment for the applicable item. Corrected O&M Manuals must be received by the Government prior to the Final Inspection. Materials, samples, drawings, etc., shall be submitted on the Government provided form.

**G.2 AUTHORIZED REPRESENTATIVES OF THE CONTRACTING OFFICER**

The Contracting Officer's Representative (COR) is the representative of the Contracting Officer for the purpose of day to day technical administration/inspector of all work under the contract. This includes, but is not limited to, administration of progress, approval of submittals, final inspection and providing technical assistance when required. The contractor is cautioned that in no instance is the COR authorized to approve any changes which will involve the quantity, quality, price or performance of the contract. COR's will be designated on individual task orders issued under the contract.

**G.3 ADDRESS OF CORRESPONDENCE**

All correspondence for the basic contract, unless otherwise specified, shall be directed to the following address:

(a) The address and telephone number of the principal Contracting Officer is:

U. S. Coast Guard  
SILC Construction  
915 2<sup>ND</sup> Ave., RM 2664  
Seattle, WA 98174

Phone Number: (206) 220-7413

Email: [Mark.W.Snell@uscg.mil](mailto:Mark.W.Snell@uscg.mil)

NOTE: All correspondence for individual Task Orders shall be addressed to the issuing contracting office and shall include the Contract Number and Task order Number.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 WORK OUTSIDE REGULAR WORK HOURS**

If the contractor desires to perform work under this contract outside regular work hours or on Saturdays, Sundays or holidays, they shall apply, in writing, to the Contracting Officer no less than 10 calendar days or as identified in the task order prior to the planned start of such work. Regular work hours are, for the purpose of this clause, those hours the activity or Command where the work is to be performed normally works on a day-by-day basis. Application by the Contractor does not imply consent by the Government. Each application will be considered, and a decision made, on the potential benefit of permitting such work. Approval of a Contractor's application under this clause will be, unless otherwise agreed in writing, at no additional cost to the Government.

#### **H.2 REQUIRED INSURANCE**

The contractor shall procure and maintain insurance for each task order during the entire period of performance consistent with FAR 52.2228-5, HSAR 3052.228-70, and FAR 28.307, which states the following minimum amounts of liability:

- (a) **Workers' Compensation and Employer's Liability.** Contractors are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)
- (b) **General Liability.** (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.  
  
(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- (c) **Automobile Liability.** The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

(e) Vessel Liability. When contract performance involves use of vessels, Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

**ATTENTION OFFEROR: IF A PROJECT INVOLVES WORK ON NAVIGABLE WATERS, LONGSHOREMEN'S AND HARBORWORKER'S COMPENSATION ACT (33 U.S.C. 901) MAY BE APPLICABLE.**

**ATTENTION OFFEROR:** The Design-Build Contractor's attention is invited to review the contract requirements concerning design responsibility which vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnished by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection, when applicable. **FURTHER NOTE:** The Government reserves the right to specify requirements for professional liability insurance on a task order basis.

### H.3 VEHICLE PASSES

The Contractor shall obtain a temporary vehicle pass, if required at the DHS location where performance is to take place.

To obtain a temporary vehicle pass, the Contractor must have in his possession at the time of application, a current vehicle registration card for each vehicle he wishes to register, a current valid driver's license for each operator, and proof of insurance covering each vehicle to be registered.

If the Contractor changes vehicles, or a new vehicle is used, a new vehicle pass will be needed.

**CONTRACTOR'S SHALL NOT EXCHANGE VEHICLE PASSES**

A violation of the Base Security Regulations or Motor Vehicle Regulations could result in the Contractor being barred from the base, and the contract terminated for default.

#### H.4 SIGNAL LIGHTS (FOR MARINE WORK ONLY)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U.S. Coast Guard.

#### H.5 VOLATILE ORGANIC COMPOUNDS (VOC) COMPLIANCE PLAN

(a) Contractor's are required to comply with local VOC laws and regulations and shall have an acceptable VOC compliance plan. The plan shall demonstrate that the use of paints, solvents, adhesives and cleaners comply with local VOC laws and regulations governing VOC materials, and that all required permits have been obtained or will be obtained prior to starting work involving VOC's, in the air quality district in which the work will be performed.

(b) The compliance plan shall be submitted by the Contractor to the Contracting Officer within five calendar days after receipt of a Task order, and prior to the use of any "VOC" materials on the project site. The Government will approve or disapprove the Contractor's compliance plan within five calendar days after receipt. Should the Government reject the compliance plan, the Contractor shall resubmit a revised compliance plan within three calendar days after receipt of the rejection notification. Failure on the part of the Contractor to submit an acceptable "VOC" plan shall not be grounds for a time extension to the performance period.

(c) An acceptable compliance plan shall contain, as a minimum:

- (i) A listing of each material subject to restrictions in the air quality management district in question;
- (ii) The rule governing its use;
- (iii) A description of the actions which the Contractor will use to comply with the laws and regulations, and plans to report to the Contracting Officer any changes in the status of compliance during the life of the contract.
- (iv) Alternatively, if no materials are subject to the restrictions in the air quality management district where the work will be performed, or if there are no restrictions, the compliance plan shall so state.

#### H.6 MISPLACED MATERIAL (FOR MARINE WORK ONLY)

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the Contractor, or may be recovered under his bond. The liability of the

Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq).

#### H.7 WAGE RATES

Applicable Construction Wage Rate Requirements are in effect at the time of issuance of a Task Order and will apply. Contractors will be provided with the wage determination prior to issuance of a task order for pricing purposes. If crafts or trades are required in the performance of this project for which no wage is listed in the Department of Labor Wage Decision, the Contracting Officer shall be notified in writing.

#### H.8 CERTIFICATION OF PAYMENTS-RELEASE OF CLAIM

The Contractor, prior to receiving a progress or final payment under this contract, shall submit to the Contracting Officer a certification that the Contractor has made payment from proceeds of prior payments, or that he will make timely payment from the proceeds of the progress or final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements. The Contractor shall submit to the Contracting Officer, together with his request for final payment, a properly executed Contractor's Release, DHS form 700-3. Failure to submit this completed release shall result in delay of final payment.

#### H.9 SUBCONTRACT DATA

The Contractor shall submit an executed Statement and Acknowledgment Standard Form 1413, to the Contracting Officer for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the construction site. This shall be done before the subcontractor begins work. This form provides an acknowledgment by the subcontractor that mandatory "flow-down" contract clauses have been included in his contract in accordance with FAR Clause 52.222-11. The Prime Contractors will be given copies of Form SF 1413 after award of a contract. Completing this form creates no contractual relationship between subcontractors and the Government.

#### H.10 CONTRACTOR SECURITY REQUIREMENTS

At the Pre-construction Conference, the Contractor shall provide a list of all on-site personnel, including sub-contractors (including second and third-tier subcontractors) and suppliers, to the Contracting Officer. The contractor shall update this list when changes occur. Contractor personnel not listed may be denied access to the Coast Guard or Department of Homeland Security (DHS) facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the Coast Guard or DHS facility. Contractor personnel shall have photo identification at all times while working on Coast Guard/DHS facilities. Contractors shall provide the Contracting Officer's Representative with 24 hours of advance notice of every delivery to the site (e.g., concrete, lumber, etc...) and provide the company name, delivery person, and phone number of the firm(s) making deliveries. Otherwise access to the Coast Guard/DHS facility may be denied. Special security provisions may apply to some task orders. Employees may be required to submit to a background check and be United State citizens.



## H.11 REAL ID ACT OF 2005

The Real ID Act of 2005 established minimum security standards for license issuance and production and prohibits Federal agencies from accepting for certain purposes driver's licenses and identification cards from states not meeting the Act's minimum standards. To this purpose there are five states that are not in compliance with the Act nor have they received an extension to come into compliance with the act. Those states are Illinois, Minnesota, Missouri, New Mexico and Washington State.

Anyone under this contract, to include subcontractors, who holds a driver's license from any of states without approved licenses and require access to a military facility will be required to provide identification other than a driver's license to gain access. It is the responsibility of the Contractor to ensure that they are in accordance with the Real ID Act and any other requirements for base access. For the states of Washington and Minnesota an enhanced driver's license is acceptable to gain access. Other forms of identification that are acceptable for military facility access are discussed at the below hyperlink.

Further information on the Real ID Act can be found here:

<http://www.dhs.gov/real-id-enforcement-brief#>

## H.12 TEMPORARY FACILITIES

(a) STORAGE: The location for exterior stock piling of materials shall be arranged by the COR and Project Manager. The Contractor shall be responsible for protecting materials stockpiled against weather, damage, theft, and other risks of loss. The Coast Guard assumes no responsibility for material or equipment left in the storage area.

(b) SANITARY FACILITIES: Toilet facilities may be available for Contractor use. The Contractor shall ensure the facilities remain clean. Contractors may be required to provide toilet facilities at some sites.

(c) WATER AND ELECTRICITY: Water and 120V electricity may be available at no cost to the Contractor. Should water and electricity be available, contractor will bear connection costs. Cost of these utility connection and disconnection is the responsibility of the Contractor.

(d) TELEPHONE: Public pay phones are available at various locations on most DHS Facilities.

## H.13 EXISTING UTILITIES

Utility locations when shown are approximate. The contractor shall field verify all utility locations before digging or trenching. This shall include but not be limited to the use of sonic, electronic or magnetic detection devices, by noting pull box and utility box locations at the surface, and by potholing. Contractor shall be responsible for repairing any utilities damaged during construction at no additional cost to the Government.

#### H.14 DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE

In the event of conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
  - (a) Any portion of the proposal that exceeds the final design.
  - (b) Any portion of the final design that exceeds the proposal.
  - (c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
  
- (2) The requirements of the solicitation, in descending order of precedence:
  - (a) Standard Form 1442, Price Schedule, and Davis-Bacon Wage Rates.
  - (b) Part 1 – Contract Clauses.
  - (c) Part 2 – General Requirements.
  - (d) Part 3 – Project program Requirements.
  - (e) Part 6 – Attachments (excluding Concept Drawings).
  - (f) Part 5 – Prescriptive Specifications exclusive of performance specifications.
  - (g) Part 4- Performance Specifications exclusive of prescriptive specifications.
  - (h) Part 6 – Attachments (Concept Drawings).

#### H.15 SEQUENCE OF DESIGN-CONSTRUCTION

- (a) After receipt of the Task Order the Contractor shall initiate design, comply with all design submission requirements, and obtain Government review of each submission. The Government will not grant any time extension for any design or re-submittal required if the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
- (b) If the Contractor chooses to proceed with construction prior to the review of the Final Design submission, no payment will be made for any in-place construction related to the design elements pending review by the Government. Foundation designs, site work, utility designs and demolition plans can be approved separately to allow for fast track execution.
- (c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

Upon acceptance of the demolition, site utilities and foundation plans and specifications, the Contracting Officer or COR will notify the Contractor when that portion of the design is accepted for construction.

#### H.16 CONSTRUCTOR’S ROLE DURING DESIGN

The Contractor’s construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor’s involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-

tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

#### H.17 DEVIATING FROM THE ACCEPTED DESIGN

- (a) The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed deviation to the requirements of the Request for Proposal and accepted design including referenced codes before proceeding with the deviation. If the revision to the design remains within the requirements of the RFP and accepted design, then the contractor shall only have to notify the Government of the revision prior to incorporating into the work.
- (b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.
- (c) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.
- (d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.
- (e) The Contractor shall track all approved revisions and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

#### H.18 ORDERING OFFICES

All Department of Homeland Security (DHS) components with appropriate warrant authority can place orders under this contract.

#### H.19 CENTRALIZED INVOICE SUBMITTAL PROCEDURES (Coast Guard Task Orders Only)

**The following Centralized Invoice Submittal Procedures are being incorporated into this contract:**

- (a) Invoices shall be prepared and submitted in accordance with the provision of FAR 52.232-27, "Prompt Payment for Construction Contracts."

- (b) Each invoice shall contain the following information:
- (1) Contract or Delivery/Task Order Number
  - (2) Name of the Contract Specialist or Contracting Officer
  - (3) Invoice Routing Code (IRC) assigned by the Coast Guard
  - (4) Annotate on the invoice indicating that the contractor represents a small business for accelerated payment purposes.
- (c) The Coast Guard unique Invoice Routing Code (IRC) for this contract or delivery/task order is assigned at the Task Order level.
- (d) Each invoice must be submitted to the designated billing office via one of the following modes, listed in descending order of preference:
- (1) FINCEN Website invoice receipt form:  
[http://www.fincen.uscg.mil/centralinv/central\\_inv\\_contr.cfm](http://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm)
  - (2) Fax: (757) 523-6900
  - (3) Mailed to: Commercial Invoices
- U.S. Coast Guard Finance Center  
1430A Kristina Way  
Chesapeake, VA 23326
- (e) To facilitate processing, all proper invoices and any supporting information submitted electronically using the FINCEN web based invoice submission capability must be submitted as a single Adobe pdf formatted file, or as otherwise specified in the contract.
- (f) Supporting documentation along with a courtesy copy of the invoice may also be e-mailed to the Contract Specialist and/or COR at the addresses cited below:
- Contracting Officer (Assigned at the Task Order level)
- Contracting Officer Representative (Assigned at the Task Order level)
- (g) Original Payrolls and submittals shall be mailed to the Contracting Officer with copies mailed to the Government Construction Inspector cited below:
- Contracting Officer (Assigned at the Task Order level)
- Government Construction Inspector (Assigned at the Task Order level)

(h) In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received:

(1) On the later of:

- (i) For invoices that are mailed or transmitted via facsimile, the date a proper invoice is actually received by the designated billing office and annotates the invoice with date of receipt at the time of receipt.
- (ii) For invoices electronically transmitted by the contractor via web based submission, the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or
- (iii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
  - a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or
  - b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;

(2) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or

(3) Web based submission by the contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.

(4) Payment inquiries and status may be obtained - at the following website:

<https://www.fincen.uscg.mil/secure/payment.htm>

## H.20 ENGLISH

All communications, written, and oral between the contractor and the Government in connection with this contract shall be in the English Language and any system of dimensions shown shall be consistent with that used in the contract.

**Section I**  
**CONTRACT CLAUSES**

Note: This solicitation covers contracts to be set aside separately for the 8(a), HUB Zone, and SDVOSB programs. Both for the full text and reference clauses from FAR 19 that reference specific socioeconomic programs, shall be applied as prescribed in the FAR. For example, 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns, applies only to the regions that are set aside for the 8(a) program.

FULL TEXT PROVISIONS/CLAUSES

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the base period or option period (if exercised) of the contract.

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

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$7,000,000.00;

(2) Any order for a combination of items in excess of \$7,000,000.00; or

(3) A series of orders from the same ordering office within 45 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may

acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS  
ALTERNATE I (APR 2005)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The SBA's contractor will notify the USCG Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(3) The offeror's approved business plan is on the file and serviced by the appropriate SBA District and/or Regional Office.

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

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

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

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

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified



individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

Buy American clauses apply in accordance with the thresholds established in the FAR.

52.225-9 BUY AMERICAN–CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

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

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid

to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: \_\_\_\_\_ [*Contracting Officer to list applicable excepted materials or indicate “none”*]

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			
<i>Item 2</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			

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

*[Include other applicable supporting information.]*

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

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

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

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

statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments* --

(1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments is **30** days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the **30th** day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.*, each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.*, release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30<sup>th</sup> day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirement.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the

designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
- (iv) Description of work or services performed.
- (v) Delivery and payment terms (*e.g.*, discount for prompt payment terms).
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic fund transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoices only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If the actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) *Additional interest penalty.*



(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(b) *Contract financing payments* -- If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements*. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause -

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to--

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that --

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if --

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall --

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and --

(i) Make such payment within --

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefore must be recovered from the Government because of a reduction under subdivision (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon --

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying --

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until --

- (i) The day the identified subcontractor performance deficiency is corrected; or
- (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) *Third-party deficiency reports* --

(1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor’s performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause --

- (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
- (ii) Withhold from the first-tier subcontractor’s next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall --

- (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or
- (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding.* The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying --

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the

Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(vi) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(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.acquisition.gov/far> and  
[http://dhsconnect.dhs.gov/org/comp/mgmt/cpo/paw/Pages/AcquisitionPolicyLegislation\(APL\).aspx](http://dhsconnect.dhs.gov/org/comp/mgmt/cpo/paw/Pages/AcquisitionPolicyLegislation(APL).aspx)

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 19) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

BY REFERENCE PROVISIONS/CLAUSES

52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS & CONDUCT (OCT 2015)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENT FOR INDEFINITE DELIVERY REQUIREMENTS (JAN 2014)
52.204-17	OWNERSHIP OF CONTROL OF OFFERORS (NOV 2014)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)

- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 52.210-1 MARKET RESEARCH (APR 2011)
- 52.210-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)
- 52.211-6 BRAND NAME OR EQUAL (AUG 1999)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
- 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)
- 52.215-2 AUDIT AND RECORDS -NEGOTIATION (OCT 2010)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (AUG 2011)
- 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)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 2015)
  
- 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
- 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
- 52.217-9 OPTION TO EXTEND THE TERMS OF THE CONTRACT (MAR 2000)
  
- 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)
- 52.219-14 LIMITATION ON SUBCONTRACTING (NOV 2011)
  
- 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)
- 52.219-17 SECTION 8(a) AWARD (DEC 1996)
  
- 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)
  
- 52.219-28 POST-AWARD SMALL BUSINESSPROGRAM REREPRESENTATION (JUL 2013)
- 52.222-3 CONVICT LABOR (JUNE 2003)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2014)
- 52.222-5 CONSTRUCTION WAGE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)
52.222-8	PAYROLLS AND BASIC RECORDS (MAY 2014)
52.222-9	APPRENTICES AND TRAINEES (JULY 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
52.222-12	CONTRACT TERMINATION-DEBARMENT (MAY 2014)
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-26	EQUAL OPPORTUNITY (APR 2015)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
52.222-55	MINIMUM WAGE UNDER EXECUTIVE ORDER 13658 (DEC 2015)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008) ALT I (MAY 2008)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACT (MAY 2008)
52.223-18	ENCOURAGING CONTRACT POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)
52.227-17	RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)
52.228-1	BID GUARANTEE (SEPT 1996)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)



- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-4 PHYSICAL DATA (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-16 QUANTITY SURVEYS (APR 1984)
- 52.236-17 LAYOUT OF WORK (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984) (USE IF RECORD AND REPRODUCIBLE SHOP DRAWINGS ARE REQUIRED) ALTERNATE II (APR 1984) USE IF ONLY RECORD SHOP DRAWINGS ARE REQUIRED)
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR

	1984)
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-4	CHANGES (JUN 2007)
52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)
52.243-7	NOTIFICATION OF CHANGES (APR 1984)
52.244-2	SUBCONTRACTS (OCT 2010)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-21	WARRANTY OF CONSTRUCTION (APR 1984)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
52.248-3	VALUE ENGINEERING - CONSTRUCTION (OCT 2015)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) – ALTERNATE I (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)(APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

The following Homeland Security Acquisition Regulation (HSAR) clauses are incorporated by reference:

**DEPARTMENT OF HOMELAND SECURITY ACQUISITION  
REGULATION (HSAR) CLAUSES (48 CFR CHAPTER 30)**

3052.203-70	INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS (SEP 2012)
3052.204-71	CONTRACTOR EMPLOYEE ACCESS (SEP 2012)
3052.205-70	ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012)
3052.209-70	PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)
3052.209-72	ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)
3052.209-73	LIMITATION OF FUTURE CONTRACTING (JUN 2006)
3052.211-70	INDEX FOR SPECIFICATIONS (DEC 2003)
3052.215-70	KEY PERSONNEL OR FACILITIES (DEC 2003)
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)
3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)
3052.222-90	LOCAL HIRE (JUN 2006)
3052.223-70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES-APPLICABLE LICENSES AND PERMITS (JUN 2006)
3052.223-90	ACCIDENT AND FIRE REPORTING (USCG) (DEC 2003)
3052.228-70	INSURANCE (DEC 2003)
3052.228-90	NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (DEC 2003)

- 3052.236-70 SPECIAL PRECAUTIONS FOR WORK AT OPERATION AIRPORTS  
(DEC 2003)
- 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC  
2003)

**SECTION J**

**LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>
J.1	Attachment A Experience Overview Sheet
J.2	Attachment B Experience Information Form
J.3	Past Performance Questionnaire

**ATTACHMENT A - EXPERIENCE OVERVIEW SHEET**

List work which best illustrates current qualifications relevant to this award. List no more than five (5) CONSTRUCTION and DESIGN-BUILD PROJECTS from the last six (6) years. Each contract listed on this sheet shall have a completed EXPERIENCE INFORMATION FORM (Attachment B) provided. Failure to furnish complete information on all sheets may result in the Government's rejection of your proposal. Mark Prime, Sub, or Joint Venture (ONLY ONE). Explain all projects provided on this sheet with a completed EXPERIENCE INFORMATION FORM (Attachment B).

Contract Name/Client, Location of Services	Prime	Sub	Joint	Total Contract \$ Amount/ Percent Complete	Offeror's Share of Responsibility for Total Construction Contract
<b>SAMPLE:</b> Storage Building Renovation/Corps of Engineers, McNary Dam, City, State			X	\$78,000/85%	\$69,000
1.					
2.					
3.					
4.					
5.					

OFFEROR'S NAME

DATE

**ATTACHMENT B**

**EXPERIENCE INFORMATION FORM**

**PROJECT No.** (Check one):  - 1  - 2  - 3  - 4  - 5

1	Name of Offeror:														
2	Project Title:														
3	Contract Number:	4	Contract Amount: \$												
5	Contract Completion Date:	6	Contract Duration :												
7	Description of the Project’s Scope and Magnitude:  _____  _____  _____  _____  _____  _____  _____  _____  _____  _____														
8	Location of Project:														
9	Customer/Owner Information: <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:30px; text-align: center;">A</td><td>Name of Customer/Owner</td><td colspan="1"></td></tr><tr><td style="text-align: center;">B</td><td>Name of Point of Contact</td><td colspan="1"></td></tr><tr><td style="text-align: center;">C</td><td>Contact Phone Number</td><td colspan="1"></td></tr><tr><td style="text-align: center;">D</td><td>Contact Email Address</td><td colspan="1"></td></tr></table>			A	Name of Customer/Owner		B	Name of Point of Contact		C	Contact Phone Number		D	Contact Email Address	
A	Name of Customer/Owner														
B	Name of Point of Contact														
C	Contact Phone Number														
D	Contact Email Address														
10	Type of work: <input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Repair <input type="checkbox"/> Alteration														
11	Type of Contract: <input type="checkbox"/> Design-Build <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> Other (explain) If Design-Build, what percentage of the total design was provided to you.  _____														
12	Describe any problems encountered with this project and corrective action taken.  _____  _____  _____  _____														

13 Mark the design disciplines required for the project. List the firm performing the design as well as a brief description of the major design components.

<u>Discipline</u>	<u>Description</u>
Civil	
Structural	
Mechanical	
Electrical	
<input type="checkbox"/> Other	

14 Describe involvement of the designers during the construction phase of the job.

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15 List the construction trades involved in the project as well as the firm that provided that trade. Also provide a brief description of jobs performed by each trade.

<u>Trade</u>	<u>Firm</u>	<u>Description</u>
1.		<hr/> <hr/> <hr/>
2.		<hr/> <hr/> <hr/>
3.		<hr/> <hr/> <hr/>
4.		<hr/> <hr/> <hr/>
5.		<hr/> <hr/> <hr/>

16	Attach any copies or photographs of industry awards/special recognitions, etc., received for this project (maximum of one page).			



## NAVFAC/USACE/USCG PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

### CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

#### 1. Contractor Information

Firm Name: \_\_\_\_\_ CAGE Code: \_\_\_\_\_  
 Address: \_\_\_\_\_ DUNs \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 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 the prime (Name/Phone #): \_\_\_\_\_

#### 3. Contract Information

Contract Number: \_\_\_\_\_  
 Delivery/Task Order Number (if applicable): \_\_\_\_\_  
 Contract Type:      Firm Fixed Price      Cost Reimbursement      Other (Please specify): \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

Award Date (mm/dd/yy): \_\_\_\_\_  
 Contract Completion Date (mm/dd/yy): \_\_\_\_\_  
 Actual Completion Date (mm/dd/yy): \_\_\_\_\_  
 Original Contract Price (Award Amount): \_\_\_\_\_

Final Contract Price (*to include all modifications, if applicable*): \_\_\_\_\_

#### 4. Project Description:

Complexity of Work      High      Med      Routine      How is this project relevant to project of submission?

### 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 (mm/dd/yy):

#### 8. Client's Signature:

**NOTE:USCG REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMIT DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USCG WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USCG SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

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

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

Contractor Information (Firm Name):

Client Information (Name):

**TO BE COMPLETED BY CLIENT**

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

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
<b>5. COST/FINANCIAL MANAGEMENT</b>	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N

Contractor Information (Firm Name):  
Client Information (Name):

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

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

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)

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

(2) The small business size standard is \$36.5 million.

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

(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.

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

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

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

(x) 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.

(xi) 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.

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

(xiii) 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.

(xiv) 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.

(xv) 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.

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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



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

       (vii) 52.227-6, Royalty Information.

       (A) Basic.

       (B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of Provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(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:

<b>Goals for Minority Participation for Each Trade</b>	<b>Goals for Female Participation for Each Trade</b>
See Attached OFCCP Participation Goals for Minorities. <a href="http://www.dol.gov/ofccp/TAGuides/TAC_FedContractors_JRF_QA_508c.pdf">http://www.dol.gov/ofccp/TAGuides/TAC_FedContractors_JRF_QA_508c.pdf</a>	See Attached OFCCP Participation Goals for Females. <a href="http://www.dol.gov/ofccp/TAGuides/TAC_FedContractors_JRF_QA_508c.pdf">http://www.dol.gov/ofccp/TAGuides/TAC_FedContractors_JRF_QA_508c.pdf</a>

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 to be identified in each task order [*Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the state, county, and city*].

(End of provision)

**K.1 CONGRESSIONAL INFORMATION:**

Contractor is requested to fill in the appropriate information set forth below:

- (1) Home Office County and Congressional District \_\_\_\_\_
- (2) Principal place of performance of the work required under the resulting contract (city, county and state) \_\_\_\_\_
- (3) Congressional District of the principal place of performance:  
\_\_\_\_\_

**K.2 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations. (List names, titles, and telephone numbers of the authorized negotiators.)

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NO / E-MAIL</u>

**SECTION L****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

## 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

“*Data Universal Numbering System (DUNS) number*” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“*Data Universal Numbering System+4 (DUNS+4) number*” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“*Registered in the System for Award Management (SAM) database*” means that—

- (1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record “Active”.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates multiple awards under an IDIQ. The Government contemplates award of firm fixed price task order under the IDIQ contracts.

(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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Mark Snell, Deputy Chief of Contracting Officer, U. S. Coast Guard, Shore Infrastructure Logistics Center, 915 2<sup>nd</sup> Ave., Room 2664, Seattle, WA 98174.

(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)

52.252-1 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 at



this/these address(es): <http://farsite.hill.af.mil/vffara.htm> and [http://dhsconnect.dhs.gov/org/comp/mgmt/cpo/paw/Pages/AcquisitionPolicyLegislation\(APL\).aspx](http://dhsconnect.dhs.gov/org/comp/mgmt/cpo/paw/Pages/AcquisitionPolicyLegislation(APL).aspx)

(End of provision)

- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
- 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)
- 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)
- 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)
- 52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

#### L.2 INSTRUCTION FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Offerors are requested to review this solicitation as soon as possible upon receipt. If an offeror has any questions regarding the solicitation which require an answer from the issuing office, these questions shall be submitted, in writing via e-mail to:

[Mark.W.Snell@uscg.mil](mailto:Mark.W.Snell@uscg.mil)

#### L.3 RMACC REGIONS SET ASIDE FOR 8(a)

It has been determined that for regions set aside for 8(a), competition will be limited to 8(a) firms located within the region's geographical area and other 8(a) construction firms with a bona fide place of business (in accordance with 13 CFR 124.3) within the geographical competitive area and with the assigned NAICS code. All other 8(a) BD Participants are deemed ineligible to submit offers. SBA will make a determination on eligibility including bona fide place of business for presumptive 8(a) awardees.

#### L.4 JOINT VENTURE AGREEMENTS

Joint Ventures are allowable on competitive 8(a) set-asides, however, the joint venture agreement must be received by SBA prior to proposal due date to allow for processing and SBA approval before award of any resulting contract. Any vendors contemplating a joint venture on this project, must advise, in writing, its assigned SBA Business Opportunity Specialist (BOS) as soon as possible. To ensure compliance with established regulations, NO CORRECTIONS AND/OR CHANGES ARE ALLOWED

AFTER TIME OF SUBMISSION OF PROPOSAL OR BIDS. A joint venture agreement or addendum that has not been approved by SBA is not eligible for award.

For joint ventures not involving 8(a), the finalized joint venture agreement must be provided by time of contract award and a notarized letter of intent to form a joint venture must be submitted with the proposal. The offeror’s letter of intent must identify the contractor team arrangements and fully disclose the company relationships in the proposed joint venture. The joint venture need not be registered in SAM.gov at time of proposal submission, but each partner in the partnership or joint venture must be registered at the time of submission and the joint venture must be registered in SAM.gov prior to contract award. A prospective joint venture’s size must be compliant with the size standard of NAICS 236220.

**SMALL BUSINESS JOINT VENTURE (JV) ELEMENTS**

*FAR 19.101(7)(i) Definition of a joint venture for size determination purposes.* A joint venture for size determination purposes is an association of persons or concerns with interests in any degree or proportion by way of contract, express or implied, consorting to engage in and carry out a single specific business venture for joint profit, for which purpose they combine their efforts, property, money, skill, or knowledge, but not on a continuing or permanent basis for conducting business generally. A joint venture is viewed as a business entity in determining power to control its management.

(A) For bundled requirements, apply size standards for the requirement to individual persons or concerns, not to the combined assets, of the joint venture.

(B) For other than bundled requirements, apply size standards for the requirement to individual persons or concerns, not to the combined assets, of the joint venture, if—

(1) A revenue-based size standard applies to the requirement and the estimated contract value, including options, exceeds one-half the applicable size standard; or

(2) An employee-based size standard applies to the requirement and the estimated contract value, including options, exceeds \$10 million.

**Socio-Economic Joint Venture (JV) Chart**

<b>Small Business Category</b>	<b>Statutory/Regulatory Reference</b>	<b>JV Features</b>
1. Traditional Small Business Set-Aside	FAR 19.101 (7)(i)  13 CFR 121.103(h)(3)	If (B)(1) or (2) apply, then JV = individual assets. Otherwise combine assets.

2. HUBZone Set-Aside	FAR 19.1303 13 CFR 126.616	JV = All parties of the JV must be HUBZone. If (B)(1) or (2) apply, then JV = individual assets. Otherwise combine assets.
3. Service-Disabled Veteran-Owned Small Business Set-Aside	FAR 19.1403 13 CFR 125.15(b)	JV = At least one SDVO SBC and one or more other SBC's. If (B)(1) or (2) apply, then JV = individual assets. Otherwise combine assets.
4. 8(a) Set-Aside	13 CFR 124.513 (b)(1) 13 CFR 124.513 (3)	a) JV = 8(a) plus one or more other SBC's. If (B)(1) or (2) apply, then JV = individual assets, provided the size of at least one 8(a) Participant to the joint venture is less than one half the size standard corresponding to the NAICS code assigned to the contract. Otherwise combine assets. b) JV in accordance with SBA's Mentor Protégé Program. Only way Large business can JV and the JV remain small.

#### L.5 Proposal Submission Instructions

##### GENERAL INSTRUCTIONS

(i) Executed SF1442. Offeror shall insert its company name and address in Block #14, telephone number in Block #15, acknowledge all amendments in Block #19 (if applicable), name and title of person authorized to sign in Block #20A, signature in Block #20B, and offer date in Block #20C of the SF1442. In addition, offeror shall provide the DUNS Number, CAGE code, and Federal Tax ID number with its proposal. If proposing as a joint venture, offerors shall provide the DUNS Number and Cage code for the members of the joint venture. Offerors shall ensure acknowledgement of all amendments.

(ii) SAM registration. Offeror shall ensure current registration on the SAM Website, [www.sam.gov](http://www.sam.gov), including Annual Representations and Certifications are complete and updated for this procurement. If a Representation or Certification required by Section K of the RFP is not provided in SAM, include the representation or certification in your price proposal.

(iii) FAPIIS Certification. Offeror shall ensure Federal Awardee Performance and Integrity Information System (FAPIIS) Certification as required by FAR 52.209-7, Information Regarding Responsibility Matters (July 2013).

(iv) VETS-100 registration. Offeror shall ensure a current VETS-100 report has been submitted to the Department of Labor website <https://vets100.vets.dol.gov/login.aspx>, if the offeror is required to submit. An email confirmation of submission can be requested and received by the offeror from the DOL website and submitted in the price proposal. If the offeror is not required to submit a report to VETS-100, include a brief statement stating that the offeror is not required to submit a report. Visit the VETS-100 website for details concerning if your company is required to submit a VETS-100 report and to request an email confirmation of submission.

(v) Note: The SAM, FAPIIS and VETS-100 registrations must be in the name/CAGE/DUNS of the offeror identified on the SF1442.

**SPECIFIC PHASE ONE INSTRUCTIONS**

Offerors are to submit proposals entitled “RMACC Region # Phase One Proposal” in three ring binders to include the SF1442, Section K Completed Representations and Certifications, completed K.1 and K.2, and documentation addressing Phase One Evaluation Factors one through four. Provide one original hard copy and three hard copies in binders. Tabs need to clearly identify each section of the binder. Also include a compact disc that has the proposal on it. Offerors must adhere to the Evaluation Factor page limits and requirements.

Regional proposals are due to the following addresses:

RMACC Contract Region	Regional CEU	Point of Contact Phone # / E-mail	Mailing Address
Region 1	CEU Providence	Jean Bretz 401-736-1765 <a href="mailto:jean.m.bretz@uscg.mil">jean.m.bretz@uscg.mil</a>	CG – CEU PROVIDENCE Attn.: Jean Bretz 475 Kilvert St., Suite 100 Warwick, RI 02886

Region 5	CEU Cleveland	James E. Dinda 216-902-6223 <a href="mailto:james.e.dinda@uscg.mil">james.e.dinda@uscg.mil</a>	USCG Civil Engineering Unit Attn.: James Dinda 1240 E. Ninth Street Room 2179 Cleveland, OH 44199
Region 7	CEU Miami	Lesia Moyer 305-278-6725 <a href="mailto:lesia.k.moyer@uscg.mil">lesia.k.moyer@uscg.mil</a>	USCG Civil Engineering Unit Attn.: Lesia Moyer 15608 SW 117 <sup>TH</sup> Ave. Miami, FL 33177-1623
Region 7.5	CEU Miami	Lesia Moyer 305-278-6725 <a href="mailto:lesia.k.moyer@uscg.mil">lesia.k.moyer@uscg.mil</a>	USCG Civil Engineering Unit Attn.: Lesia Moyer 15608 SW 117 <sup>TH</sup> Ave. Miami, FL 33177-1623
Region 8	CEU Miami	Lesia Moyer 305-278-6725 <a href="mailto:lesia.k.moyer@uscg.mil">lesia.k.moyer@uscg.mil</a>	USCG Civil Engineering Unit Attn.: Lesia Moyer 15608 SW 117 <sup>TH</sup> Ave. Miami, FL 33177-1623
Region 9	CEU Cleveland	James E. Dinda 216-902-6223 <a href="mailto:james.e.dinda@uscg.mil">james.e.dinda@uscg.mil</a>	USCG Civil Engineering Unit Attn.: James Dinda 1240 E. Ninth Street Room 2179 Cleveland, OH 44199
Region 11 / 13	CEU Oakland	Jason Dugan 510-637-5583 <a href="mailto:jason.e.dugan@uscg.mil">jason.e.dugan@uscg.mil</a>	USCG Civil Engineering Unit Attn.: Jason Dugan 1301 Clay St., 7 <sup>th</sup> Floor, Suite 700N Oakland, CA 94612-5203
Region 14	CEU Honolulu	Tammy Kao 808-535-3474 <a href="mailto:tammy.k.kao@uscg.mil">tammy.k.kao@uscg.mil</a>	USCG Civil Engineering Unit Attn.: Tammy Kao 300 Ala Moana Blvd., RM 8-134 Honolulu, HI 96850-4982
Region 17	CEU Juneau	Nicole Butts 206-220-7420 <a href="mailto:nicole.butts@uscg.mil">nicole.butts@uscg.mil</a>	USCG Civil Engineering Unit Attn.: Nicole Butts C/O VeNita Orcutt PO Box 25517 Juneau, AK 99802

**Regional proposals are due as depicted in the below table by 5:00 PM Eastern.**

<b>RMACC Contract Region</b>	<b>Regional CEU</b>	<b>Contract Set-Aside</b>	<b>Aggregate Capacity</b>	<b>Proposals Due (Calendar Days After Solicitation Issuance)</b>
Region 1	CEU Providence	8(a)	\$150M	7 September 2016
Region 5	CEU Cleveland	SDVOSB	\$150M	7 September 2016
Region 7	CEU Miami	8(a)	\$125M	7 September 2016
Region 7.5	CEU Miami	8(a)	\$50M	1 December 2016
Region 8	CEU Miami	HUBZone	\$125M	19 October 2016
Region 9	CEU Cleveland	8(a)	\$150M	19 October 2016
Region 11 / 13	CEU Oakland	SDVOSB	\$275M	20 September 2016
Region 14	CEU Honolulu	8(a)	\$75M	20 September 2016
Region 17	CEU Juneau	HUBZone; 8(a)	\$150M	20 September 2016

## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M.1 GENERAL**

Proposals will be evaluated as set forth below. The number and identities of offerors are not revealed to anyone not involved in the evaluation and award process or to other offerors.

Phase One of the selection will be conducted as outlined in FAR 36.303-1. The evaluation factors for Phase One are outlined below. Selection will be based on the proposals determined to be the most highly qualified in response to the stated criteria.

The government does not intend to exchange any information with offerors in Phase One; however, we reserve our right to coordinate exchanges of information as required to determine the most highly qualified offerors. Offerors initial proposals should be thorough and complete to demonstrate qualifications.

Notes on the Phase Two process:

Only the most highly qualified offerors will advance from Phase One to Phase Two. Up to ten individual IDIQ contract awards for each region are anticipated to be made and the number of offerors selected to submit phase-two proposals will be no more than fifteen per region.

Upon the conclusion of Phase One, the solicitation will be amended to include the Phase Two evaluation factors including price and the scope of work for the seed project. Full details of Phase Two will be provided in the amendment. The amendment will be provided to all offerors who are invited to respond in Phase Two. Phase Two will include Factor 5 – Technical Solution Seed Project / Means and Methods. Factor 5 will be comprised of the following two subfactors: Means & Methods (Subfactor) and Schedule, Concept, & Cost Estimation (Subfactor). Phase Two will also include the Price Evaluation Factor, which will be based on the seed project price.

The government does not intend to hold discussions during Phase Two; however, the government reserves the right to do so. Therefore, the Offerors' initial offer should contain the Offerors' best terms from a price and non-price standpoint.

The offeror determined to provide the overall best value to the government for each RMACC will also receive award of the seed project as the first task order. The other contract awardees will receive a minimum guarantee of \$5,000 which will be deducted from the base contract after the guaranteed minimum has been met through the issuance

of the first respective task orders to each RMACC.

## M.2 EVALUATION FACTORS

Evaluation Factors Order of Importance:

Phase One factors are approximately equal to each other. Where Subfactors are identified in Phase One and Phase Two, they are approximately equal to each other. The overall rating from Phase One will be carried forward to Phase Two for purposes of the best value determination and selection of awardees. The Phase One overall rating will be approximately equal to the Phase Two overall rating. When combined, the overall ratings of Phase One and Phase Two are approximately equal to price. Price will be evaluated on the basis of a seed project during Phase Two.

Evaluation Factors For Award:

### **Phase One:**

#### **Factor 1 – Corporate Experience**

Submit a minimum of three (3) and a maximum of five (5) relevant construction projects that best demonstrates your experience on relevant projects that were completed using Design-Build, One-Step Turnkey (Design-Build), and Design/Bid/Build and that are similar in size, scope, and complexity to the projects anticipated to be executed on the RMACC. The scope of work will include real property repairs, maintenance, and general construction, marine construction, demolition, historical restoration, and remediation. Facilities include, but are not limited to, operations buildings, hangars, boat houses, firing ranges, residential and light commercial buildings and their mechanical and electrical systems, site utilities, waterfront facilities, electronic surveillance/security construction, dredging, and airports/runways.

Projects submitted shall be valued between \$500,000 and \$10M and shall be substantially completed (65%) within the past six years of the date of issuance of this RFP. Projects completed in the geographical region of the specific RMACC will be rated higher than projects outside the area of the specific RMACC. A project is defined as a construction project performed under a single task order or contract. At least one project must represent experience using a Design-Build method of delivery. For purposes of this requirement, a fixed-price contract or task order that was based on a performance specification and that incorporates both the design and construction of any facility or real property requirement (including repairs) constitutes the Design-Build method of delivery.

For all submitted projects, the description of the project shall clearly describe the scope of work performed, the project delivery method utilized, and the relevancy to the project requirements of this RFP. Offerors shall submit the following completed attachments for projects submitted under Factor 1: Attachment A, Experience Overview



Sheet and Attachment B, Project Information Sheet. Additional lines may be added as necessary not to exceed one additional page total per Project Information Sheet. Offerors are responsible for providing project descriptions in sufficient detail to permit evaluation of project relevancy and may provide additional descriptive information on each form beyond what is required in the attachment. One page of photographs per project may be provided in order to provide clarity to the project description and do not count against the page limit per Project Information Sheet.

If an Offeror is using experience information of an affiliate, subsidiary, or parent that is not the name as exactly stated on the SF1442, the proposal shall clearly demonstrate that the affiliate, subsidiary, or parent firm will have meaningful involvement in the performance of the contract.

**Basis of Evaluation:**

The offeror will be evaluated based on the extent of its demonstration of relevant corporate experience including work experience within the geographic area of the contract and projects similar in size, scope, and complexity to the RMACC. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. A representation of a diverse construction project experience (inclusive of the types of projects outlined) may result in a higher rating. Significant experience working within the geographic area of the contract may result in a higher rating. Demonstration of waterfront/marine construction experience may result in a higher rating. Experience with Design-Build method delivery must be demonstrated.

**Factor 2 – Past Performance**

All projects submitted under Factor 1 corporate experience need to have a corresponding past performance submission in the form of a completed CPARS evaluation or Past Performance Questionnaire. If a completed CPARS evaluation is available, it shall be submitted with the proposal. If there is not a completed CPARS evaluation, a client completed Past Performance questionnaire in the prescribed format or substantially similar shall be submitted. A narrative of no more than one page in length may accompany each past performance submission and may be used as required to provide amplifying information on the submission.

In addition to the above, the Government may review any other sources of information for evaluating past performance including Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity Information System (FAPIS). While the Government may elect to consider data from other documented sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

**Basis of Evaluation:**

The government will assess the quality of the offeror's past performance by determining how well the contractor performed on the submitted relevant contracts and other related past performance information as stated above.

\*Note: The distinction between corporate experience and past performance is corporate experience pertains to the types of work and projects completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to how well a contractor has performed on relevant projects.

### **Factor 3 – Regional Management Capabilities, Technical Capabilities, and Capacity**

#### **Regional Management Capabilities (Subfactor)**

In a narrative not to exceed five pages demonstrate familiarity and established resources and relationships to perform task orders throughout the geographic region. Also identify unique challenges to performing projects throughout the region. Demonstrate extent of established bona fide office(s) within the geographic region including duration of existence of the office, number of employees and labor categories, and functions performed out of the office. Also, identify offices that may be outside the region that would be used to support the contract. If the offeror is unable to identify actual expertise/experience within the region or within significant geographic portions of the region, provide a business plan that outlines the proposed organizational approach to developing the capabilities.

#### **Basis of Evaluation:**

Offerors will be assessed on the extent their ability to demonstrate organizational capabilities and operational expertise working throughout the region. Actual regional capabilities and expertise may be rated higher than planned approaches. Note: For those regions set aside for 8(a), an offeror must have a bona fide place of business within the region. SBA will make a determination on eligibility including bona fide place of business for presumptive 8(a) awardees. This SBA eligibility determination is limited to 8(a).

#### **Technical Capabilities (Subfactor)**

In a narrative not to exceed four pages address the following organizational capabilities as follows:

- Identify your ability to complete design-build projects and turnkey projects. Describe your planned business relationships with designers, your experience working with these and other design firms, and the capabilities and experience of the planned designers in support of this contract.
- Identify your specific abilities with regard to general construction, marine construction, and repair and renovation.

#### **Basis of Evaluation:**

Offerors will be assessed on the extent their ability to effectively demonstrate design-build capabilities and various areas of construction expertise. Offerors that can demonstrate in all of the above areas of construction expertise may be rated higher. Offerors that can demonstrate experience working with identified designers may be rated higher.

#### **Capacity to Support DHS (Subfactor)**

Provide a narrative of no more than two pages outlining your capacity and proposed approach to support multiple concurrent requirements throughout the area of the contract. Provide a letter (not included in the page count requirement) from a corporate surety whose name appears on the list contained in the Treasury Department Circular 570. The letter from the surety needs to acknowledge the maximum dollar amount for which the offeror would receive approval of single project performance and payment bonds. Also, ensure the letter identifies the offeror's aggregate bonding capacity. If an offeror plans to provide security other than bonds in the form of a firm commitment, supported by corporate sureties, the offeror must demonstrate the resources to obtain individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

#### **Basis of Evaluation:**

Offerors will be assessed on the extent their ability to demonstrate capacity to support multiple concurrent requirements and sufficient bonding or other security capacity.

#### **Factor 4 – Safety**

In a narrative not to exceed two pages discuss and present your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate for the three previous complete calendar years [2013, 2014, 2015], as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. Discuss any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element.

#### **Basis of Evaluation:**

The Government will evaluate the Offeror's OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates.