

|   |   |  |                               |                          |
|---|---|--|-------------------------------|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br>N40085-10-R-5305   | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>11-Jun-2010 | PAGE OF PAGES<br>1 OF 80 |
|   | <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b> |  |                               |                          |

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

|  |                |  |
|--|----------------|--|
| 7. ISSUED BY<br>NAVFAC MID ATLANTIC<br>NORTH CAROLINA IPT<br>6506 HAMPTON BLVD<br>NORFOLK VA 23508-1212<br><br>TEL: _____ FAX: _____ | CODE<br>N40085 | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE<br><br><b>See Item 7</b><br><br>TEL: _____ FAX: _____ |
|--|----------------|--|

|                          |                             |  |
|--------------------------|-----------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME<br>DEBORAH A. COONS | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>(757) 322-4143 |
|--------------------------|-----------------------------|--|

**SOLICITATION**

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

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

P 1857 - HOSPITAL ADDITION, MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

P 1331 - NAVAL HOSPITAL RENOVATION & MRI ADDITION, MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

RECEIPT OF PROPOSALS IS 23 JULY 2010 AT 2:00 PM

PROPOSALS ARE TO BE DELIVERED TO THE ATTENTION OF DEBBIE COONS (757) 322-4143 AT 6506 HAMPTON BOULEVARD, NORFOLK, VA 23508. IF PROPOSALS WILL BE HAND CARRIED, EMAIL DEBBIE COONS (3) DAYS IN ADVANCE WITH DELIVERY PERSONS NAME, COMPANY, ITEM BEING DELIVERED AND ACKNOWLEDGEMENT OF US CITIZENSHIP.

DAVIS BACON GENERAL DECISION NUMBER NC100033 (NC33) BUILDING, DATED 3/12/2010

ALL REQUEST FOR INFORMATION (RFI) MUST BE SUBMITTED TO DEBBIE COONS VIA EMAIL TO [deborah.coons@navy.mil](mailto:deborah.coons@navy.mil)

NO LATER THAN (10) TEN CALENDAR DAYS PRIOR TO THE DATE FOR RECEIPT OF PROPOSALS

SEE SECTION 00800 FOR PROPOSAL REQUIREMENTS

11. The Contractor shall begin performance within 15 calendar days and complete it within 1565 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 23 Jul 2010 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE** 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. 29. AWARD *(Contractor is not required to sign this document.)*

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

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

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

P 1857 Hospital Outpatient Clinic  
P 1331 Naval Hospital Renovation & MRI Addition  
Marine Corps Base, Camp Lejeune, NC  
Section 00010 - Solicitation Contract Form

N40085-10-R-5305

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0001    | P 1857 Hospital Addition<br>FFP<br>BASE BID   | 1        | Lump Sum |            |        |
|         | DESCRIPTION:<br>All work complete in accordance with the drawings and specifications but not including the work indicated or specified under ITEM 0002 through 0007 and Line Items 0009 and 0010 (Options 1 and 2).<br><br>FOB: Destination |          |          | ITEM       |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT       | UNIT PRICE | AMOUNT |
|---------|--|----------|------------|------------|--------|
| 0002    | P 1857 Hospital Addition<br>FFP<br>Removal and Disposal of unsuitable, organic soils<br>FOB: Destination | 2,000    | Cubic Yard |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT       | UNIT PRICE | AMOUNT |
|---------|---|----------|------------|------------|--------|
| 0003    | P 1857 Hospital Addition<br>FFP<br>Provision and Compaction of fill in place of removed unsuitable soil<br>FOB: Destination | 1,500    | Cubic Yard |            |        |

P 1857 Hospital Outpatient Clinic  
P 1331 Naval Hospital Renovation & MRI Addition  
Marine Corps Base, Camp Lejeune, NC

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT          | UNIT PRICE | AMOUNT |
|---------|---|----------|---------------|------------|--------|
| 0004    |   | 500      | Cubic<br>Yard |            |        |
|         | P 1857 Hospital Addition<br>FFP<br>Provision and Compaction of gravel in place of removed unsuitable soil<br>FOB: Destination |          |               |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT           | UNIT PRICE | AMOUNT |
|---------|---|----------|----------------|------------|--------|
| 0005    |   | 22,280   | Linear<br>Foot |            |        |
|         | P 1857 Hospital Addition<br>FFP<br>16" Diameter Auger Cast Compression & Tension Pile<br>FOB: Destination |          |                |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT           | UNIT PRICE | AMOUNT |
|---------|---|----------|----------------|------------|--------|
| 0006    |   | 560      | Linear<br>Foot |            |        |
|         | P 1857 Hospital Addition<br>FFP<br>16" Diameter Auger Cast Compression and Tension Pile<br>FOB: Destination |          |                |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0007    |   | 3        | Each |            |        |
|         | P 1857 Hospital Addition<br>FFP<br>Pile Load Test<br>FOB: Destination |          |      |            |        |

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P 1331 Naval Hospital Renovation & MRI Addition  
Marine Corps Base, Camp Lejeune, NC

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| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0008    | P 1857 Hospital Addition<br>FFP<br>Total Amount of Item 0001 through Item 0007 for P 1857 excluding Options 1 and 2 (Line Item 9 and 10)<br>FOB: Destination | 1        | Lump Sum |            |        |

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|----------------|---|----------|----------|------------|--------|
| 0009<br>OPTION | Option 1 P 1857 Hospital Addition<br>FFP<br>Provision of all work for construction of concrete parking areas in lieu of asphalt complete in accordance with the drawings and specifications<br>FOB: Destination | 1        | Lump Sum |            |        |

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|----------------|--|----------|----------|------------|--------|
| 0010<br>OPTION | Option 2 P 1857 Hospital Addition<br>FFP<br>Provision of all work required to upgrade from 3- port to 4-port data outlets throughout the new work in accordance with drawings and specifications<br>FOB: Destination | 1        | Lump Sum |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0011    | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>BASE BID<br>BASIS of BID for ITEM 0011 shall be the total amount for ITEM 0011, but not including the work indicated or specified to be provided under ITEM 0012 through 0023 and Option Item 0025.<br>FOB: Destination | 1        | Lump Sum |            |        |

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P 1331 Naval Hospital Renovation & MRI Addition  
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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT          | UNIT PRICE | AMOUNT |
|---------|---|----------|---------------|------------|--------|
| 0012    |   | 100      | Cubic<br>Yard |            |        |
|         | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Removal and disposal of unsuitable, organic soils<br>FOB: Destination |          |               |            |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT          | UNIT PRICE | AMOUNT |
|---------|--|----------|---------------|------------|--------|
| 0013    |  | 75       | Cubic<br>Yard |            |        |
|         | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Provision and compaction of fill in place of removed unsuitable soil<br>FOB: Destination |          |               |            |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT          | UNIT PRICE | AMOUNT |
|---------|--|----------|---------------|------------|--------|
| 0014    |  | 25       | Cubic<br>Yard |            |        |
|         | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Provision and compaction of gravel in place of removed unsuitable soil<br>FOB: Destination |          |               |            |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT           | UNIT PRICE | AMOUNT |
|---------|--|----------|----------------|------------|--------|
| 0015    |  | 150      | Linear<br>Foot |            |        |
|         | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Miscellaneous removal and disposal of existing abandoned greater than or equal to<br>2" diameter piping and hangers, locations to be determined by owner<br>FOB: Destination |          |                |            |        |

P 1857 Hospital Outpatient Clinic  
P 1331 Naval Hospital Renovation & MRI Addition  
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| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT           | UNIT PRICE | AMOUNT |
|---------|--|----------|----------------|------------|--------|
| 0016    |  | 500      | Linear<br>Foot |            |        |
|         | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Miscellaneous removal and disposal of existing abandoned less than or equal to 2"<br>electrical conduit, locations to be determined by owner<br>FOB: Destination |          |                |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT           | UNIT PRICE | AMOUNT |
|---------|---|----------|----------------|------------|--------|
| 0017    |   | 350      | Linear<br>Foot |            |        |
|         | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Miscellaneous removal and disposal of existing abandoned less than or equal to 2"<br>diameter insulated piping and hangers, locations to be determined by owner<br>FOB: Destination |          |                |            |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0018    |  | 100      | Each |            |        |
|         | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Caulk/Smoke Seal 100 existing partition penetrations of less than or equal to 2"<br>diameter. Penetrations to be sealed at both sides of subject partition to ensure<br>proper smoke seal.<br>FOB: Destination |          |      |            |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0019    |  | 50       | Each |            |        |
|         | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Caulk/Smoke Seal 50 existing partition penetrations of greater than 2" diameter.<br>Penetrations to be sealed at both sides of subject partition to ensure proper smoke<br>seal.<br>FOB: Destination |          |      |            |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0020    | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Fire Caulk/ Seal 100 existing partition penetrations of less than or equal to 2" diameter. Penetrations to be sealed at both sides of subject partition to ensure proper fire rating. the fire rating shall match the rating of the partition.<br>FOB: Destination | 100      | Each |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0021    | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Fire Caulk/Smoke Seal 50 existing partition penetrations of greater than 2" diameter. Penetrations to be sealed at both sides of subject partition to ensure proper fire rating. The fire rating shall match the rating of the partition.<br>FOB: Destination | 50       | Each |            |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT           | UNIT PRICE | AMOUNT |
|---------|--|----------|----------------|------------|--------|
| 0022    | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>16" Diameter Auger Cast Compression Pile<br>FOB: Destination | 2,000    | Linear<br>Foot |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT           | UNIT PRICE | AMOUNT |
|---------|---|----------|----------------|------------|--------|
| 0023    | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>16" Diameter Auger Cast Compression Pile & Tension Pile<br>FOB: Destination | 1,840    | Linear<br>Foot |            |        |

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P 1331 Naval Hospital Renovation & MRI Addition  
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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0024    | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Total Amount for Item 0011 through Item 0023 for P 1331<br>FOB: Destination | 1        | Lump Sum |            |        |

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0025<br>OPTION | P 1331 Hospital Renovation and MRI Add.<br>FFP<br>Provision of all work required to upgrade from 3- port to 4-port data outlets throughout the new work in accordance with drawings and specifications<br>FOB: Destination | 1        | Each |            |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0026    | P 1857 and P 1331<br>FFP<br>Total Amount for both P 1857 and P 1331 Excluding OPTION Line Items 0009, 0010 and 0025<br>FOB: Destination | 1        | Lump Sum |            |        |

**BID NOTES**

- a. Government reserves the unilateral right to award the options(s) to the contractor at the bid price within 365 calendar days after the contract award.
- b. Evaluation of Options (JUL 1990). Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposed by adding the price for the option(s) to the total price for Bid Item 0001. Evaluation of options will not obligate the Government to exercise the option(s). (FAR 52.217-5)
- c. The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

**DESCRIPTION OF WORK**

Revised February 2010

**SOURCE SELECTION SENSITIVE INFORMATION  
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY**

1. This acquisition will result in a, Firm-Fixed Price contract for Construction. The contract will be procured using negotiated procedures, as it has been determined in accordance with FAR 6.401 to be the most appropriate method of contracting for the subject project.

2. The best value continuum source selection process to be used for this acquisition is the tradeoff analysis process as described in FAR 15.101-1.

3. Description of Work : P1857 Hospital Addition : This project constructs a 109,000 SF multi-story Clinical Addition to the existing Naval Hospital. The addition will be on a CMU building on pile foundations with structural steel framing, reinforced masonry walls, brick veneer, reinforced concrete floors, and flat roofs. The addition will house hospital primary, urgent, and emergency care, pharmacy, and patient administration spaces. The exterior will be constructed of reinforced concrete, steel, and masonry. Sustainable design features will be included in the design, development, and construction of the facility in compliance with Energy Policy Act of 2005, Executive Order 13423, and current Navy energy guidance. Electrical systems include fire alarms and energy saving electronic monitoring and control system (EMCS). Mechanical systems include plumbing, fire protection systems, and heating, ventilation, and air conditioning (HVAC) systems. Information systems will include telephone, local area network (LAN), voice and data communication systems, and secure information systems. Paving and site improvements include exterior site and building lighting, paved parking and roadways, sidewalks, storm water management, environmental protection measures, clearing and grubbing, earthwork, fill, grading, landscaping, and building and roadway signage. This project includes design for Anti-Terrorism Force Protection (ATFP) features and complies with ATFP regulations and physical security in accordance with Military Handbook 1024/1, Unified Facilities Criteria (UFC) 4-010-01 DoD Minimum Anti Terrorism Standards for Buildings.

The addition will be handicapped accessible in accordance with ADAAG and American With Disabilities guidance. Project will include technical operating manuals and necessary environmental mitigation.

P1331 Naval Hospital Renovation and MRI Addition: This project renovates selective departments of the Naval Hospital and constructs an MRI Addition to meet mission requirements in support of the beneficiaries in the Marine Corp Base Camp Lejeune catchment area. This project will correct deficiencies in existing departments to improve patient access to care and efficiency of hospital operations due to current deficiencies in departmental adjacencies, layout, and patient/staff circulation. The MRI imaging alcove addition replaces the temporary leased MRI trailer. The renovation and MRI addition will be designed, developed, and constructed in compliance with current DoD Unified Facility Criteria (UFC) 4-510-01, UFAS, ADAAG, base architectural guidelines, and Anti-Terrorism Force Protection (ATFP) requirements. Operation and Maintenance Manuals, commissioning, and a Comprehensive Interior Design package are required.

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4. Contract Completion Time: P 1857-Hospital Addition-835 Calendar Days after notice to proceed

P 1331- Hospital Renovation-Begin Work  
4/14/2011 and complete P1331 by 1/2/2015

All work shall be completed within 1565 Calendar Days after notice to proceed.

5. The estimated contract to budget range of the project is \$25,000,000 to \$100,000,000.
6. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors and their relative importance in the solicitation, as outlined in Section III of this plan.
7. This acquisition will be solicited on an unrestricted basis with full and open competition as authorized in the approved acquisition plan.

CLAUSES INCORPORATED BY REFERENCE

|                 |   |          |
|-----------------|---|----------|
| 52.214-34       | Submission Of Offers In The English Language                          | APR 1991 |
| 52.214-35       | Submission Of Offers In U.S. Currency                                 | APR 1991 |
| 52.215-1        | Instructions to Offerors--Competitive Acquisition                     | JAN 2004 |
| 52.217-5        | Evaluation Of Options   | JUL 1990 |
| 52.222-5        | Davis-Bacon Act--Secondary Site of the Work                           | JUL 2005 |
| 52.223-3        | Hazardous Material Identification And Material Safety Data            | JAN 1997 |
| 52.225-9        | Buy American Act--Construction Materials                              | FEB 2009 |
| 52.225-11       | Buy American Act--Construction Materials Under Trade Agreements       | AUG 2009 |
| 52.236-21 Alt I | Specifications and Drawings for Construction (Feb 1997) - Alternate I | APR 1984 |
| 52.236-28       | Preparation of Proposals--Construction                                | OCT 1997 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) 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 number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) 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).

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(v) Company telephone number.

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(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).

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

Revised February 2010

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**SOURCE SELECTION SENSITIVE INFORMATION  
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY**

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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

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

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 23.5%   | 6.9%  |

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Onslow County, Camp Lejeune, Jacksonville, North Carolina.

(End of provision)

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Marine Corps Base, Camp Lejeune, NC  
52.233-2 SERVICE OF PROTEST (SEP 2006)

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(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

COMMANDING OFFICER  
NAVAL FACILITIES ENGINEERING COMMAND  
MID-ATLANTIC  
IPT NORTH CAROLINA  
6506 HAMPTON BLVD.  
NORFOLK, VA., 23508

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

(End of provision)

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

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

(b) An organized site visit has been scheduled for--  
22 June 2010 at 9:00 AM

(c) Participants will meet Lindsay Hathcock at--  
Building NH118  
Naval Hospital Complex off of Brewster St.  
Camp Lejeune, North Carolina

Phone Number 1-910-450-4901

(End of provision)

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

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

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

(End of provision)

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**SOURCE SELECTION SENSITIVE INFORMATION  
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY**

5252.211-9301 PHASED CONSTRUCTION SCHEDULE (SEP 1996)

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of calendar days stated in the following schedule.

a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

b. Completion day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

c. Schedule:

| Phase | Description                                    | Schedule Start Day | Completion Day |
|-------|--|--------------------|----------------|
| P1857 | Addition                                       | 9/30/10            | 1/12/2013      |
| A     | P1331, Chiller Addition/<br>Phase 1 Renovation | 4/14/2011          | 5/23/2012      |
| B     | Phase 2 Renovation                             | 1/14/2013          | 10/18/2013     |
| C     | Phase 3 Renovation                             | 10/21/2013         | 6/13/2014      |
| D     | Phase 4 Renovation                             | 6/16/2014          | 1/2/2015       |

d. The work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted.

5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

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

(a) Equity Securities (Stock):

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

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

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

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

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

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

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- (3) State the complete address(es) where the bonds are held.
- (4) State whether the bonds have been pledged as security or otherwise been encumbered.

(c) Real Property Interests:

- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed surety.
- (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.
- (3) State the method(s) of valuation upon which appraisal is based.
- (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
- (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.
- (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

- (1) A current list of all other bonds (bid, performance and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
- (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

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

5252.228-9302 BID GUARANTEE (OCT 2004)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (SF 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond. (End of provision)

CLAUSES INCORPORATED BY REFERENCE

|              |   |          |
|--------------|---|----------|
| 52.203-2     | Certificate Of Independent Price Determination  | APR 1985 |
| 52.203-11    | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.222-38    | Compliance With Veterans' Employment Reporting Requirements                               | DEC 2001 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country               | JAN 2009 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

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

(2) The small business size standard is \$33,500,000.

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

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

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

Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

(vi) 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.

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

(viii) 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.

(ix) 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.

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

(xi) 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.

(xii) 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.

(xiii) 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.

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

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

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

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

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

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

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

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

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

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

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

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

-----(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

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

----- (A) Basic.

----- (B) Alternate I.

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

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

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

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

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

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

----- (A) Basic.

----- (B) Alternate I.

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

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

-----  
FAR Clause      Title              Date              Change

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

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had

no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

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\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

Revised February 2010

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**SOURCE SELECTION SENSITIVE INFORMATION  
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY**

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(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

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

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

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

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

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

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

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES  NO

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

|                 |  |          |
|-----------------|--|----------|
| 52.202-1        | Definitions  | JUL 2004 |
| 52.203-3        | Gratuities   | APR 1984 |
| 52.203-5        | Covenant Against Contingent Fees   | APR 1984 |
| 52.203-7        | Anti-Kickback Procedures   | JUL 1995 |
| 52.203-8        | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | JAN 1997 |
| 52.203-10       | Price Or Fee Adjustment For Illegal Or Improper Activity   | JAN 1997 |
| 52.203-12       | Limitation On Payments To Influence Certain Federal Transactions   | SEP 2007 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II  | APR 1984 |
| 52.204-4        | Printed or Copied Double-Sided on Recycled Paper   | AUG 2000 |
| 52.204-9        | Personal Identity Verification of Contractor Personnel   | SEP 2007 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.211-6        | Brand Name or Equal  | AUG 1999 |
| 52.211-18       | Variation in Estimated Quantity  | APR 1984 |
| 52.215-11       | Price Reduction for Defective Cost or Pricing Data--Modifications  | OCT 1997 |
| 52.215-13       | Subcontractor Cost or Pricing Data--Modifications  | OCT 1997 |
| 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 1997 |
| 52.219-8        | Utilization of Small Business Concerns   | MAY 2004 |
| 52.219-14       | Limitations On Subcontracting  | DEC 1996 |
| 52.222-3        | Convict Labor  | JUN 2003 |
| 52.222-4        | Contract Work Hours and Safety Standards Act - Overtime Compensation   | JUL 2005 |
| 52.222-6        | Davis Bacon Act  | JUL 2005 |
| 52.222-7        | Withholding of Funds   | FEB 1988 |
| 52.222-8 (Dev)  | Payrolls and Basic Records (Deviation)   | FEB 1988 |
| 52.222-9        | Apprentices and Trainees   | JUL 2005 |
| 52.222-10       | Compliance with Copeland Act Requirements  | FEB 1988 |
| 52.222-11       | Subcontracts (Labor Standards)   | JUL 2005 |
| 52.222-12       | Contract Termination-Debarment   | FEB 1988 |
| 52.222-13       | Compliance with Davis-Bacon and Related Act Regulations.   | FEB 1988 |
| 52.222-14       | Disputes Concerning Labor Standards  | FEB 1988 |
| 52.222-15       | Certification of Eligibility   | FEB 1988 |
| 52.222-21       | Prohibition Of Segregated Facilities   | FEB 1999 |
| 52.222-26       | Equal Opportunity  | MAR 2007 |
| 52.222-27       | Affirmative Action Compliance Requirements for Construction  | FEB 1999 |
| 52.222-35       | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans                | SEP 2006 |
| 52.222-36       | Affirmative Action For Workers With Disabilities   | JUN 1998 |
| 52.222-37       | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans                | SEP 2006 |
| 52.222-50       | Combating Trafficking in Persons   | FEB 2009 |

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|                    |   |          |
|--------------------|---|----------|
| 52.223-4           | Recovered Material Certification  | MAY 2008 |
| 52.223-5           | Pollution Prevention and Right-to-Know Information  | AUG 2003 |
| 52.223-14          | Toxic Chemical Release Reporting  | AUG 2003 |
| 52.225-12          | Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements            | FEB 2009 |
| 52.226-1           | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises                         | JUN 2000 |
| 52.227-1           | Authorization and Consent   | DEC 2007 |
| 52.227-4           | Patent Indemnity-Construction Contracts   | DEC 2007 |
| 52.228-1           | Bid Guarantee   | SEP 1996 |
| 52.228-5           | Insurance - Work On A Government Installation   | JAN 1997 |
| 52.228-11          | Pledges Of Assets   | SEP 2009 |
| 52.228-14          | Irrevocable Letter of Credit  | DEC 1999 |
| 52.229-3           | Federal, State And Local Taxes  | APR 2003 |
| 52.230-2           | Cost Accounting Standards   | OCT 2008 |
| 52.232-5           | Payments under Fixed-Price Construction Contracts   | SEP 2002 |
| 52.232-23 Alt I    | Assignment of Claims (Jan 1986) - Alternate I   | APR 1984 |
| 52.232-27          | Prompt Payment for Construction Contracts   | OCT 2008 |
| 52.232-33          | Payment by Electronic Funds Transfer--Central Contractor Registration                             | OCT 2003 |
| 52.233-1           | Disputes  | JUL 2002 |
| 52.233-3           | Protest After Award   | AUG 1996 |
| 52.236-2           | Differing Site Conditions   | APR 1984 |
| 52.236-5           | Material and Workmanship  | APR 1984 |
| 52.236-7           | Permits and Responsibilities  | NOV 1991 |
| 52.236-14          | Availability and Use of Utility Services  | APR 1984 |
| 52.236-15          | Schedules for Construction Contracts  | APR 1984 |
| 52.236-16          | Quantity Surveys  | APR 1984 |
| 52.236-17          | Layout of Work  | APR 1984 |
| 52.236-26          | Preconstruction Conference  | FEB 1995 |
| 52.242-13          | Bankruptcy  | JUL 1995 |
| 52.242-14          | Suspension of Work  | APR 1984 |
| 52.243-4           | Changes   | JUN 2007 |
| 52.246-12          | Inspection of Construction  | AUG 1996 |
| 52.246-21          | Warranty of Construction  | MAR 1994 |
| 52.248-3           | Value Engineering-Construction  | SEP 2006 |
| 52.249-1 Alt I     | Termination for Convenience of the Government (Fixed-price) (Short Form) (Apr 1984) - Alternate I | APR 1984 |
| 52.249-2           | Termination For Convenience Of The Government (Fixed-Price)                                       | MAY 2004 |
| 52.249-2 Alt I     | Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I              | SEP 1996 |
| 52.249-10          | Default (Fixed-Price Construction)  | APR 1984 |
| 52.253-1           | Computer Generated Forms  | JAN 1991 |
| 252.201-7000       | Contracting Officer's Representative  | DEC 1991 |
| 252.203-7000       | Requirements Relating to Compensation of Former DoD Officials                                     | JAN 2009 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies              | DEC 2008 |
| 252.203-7002       | Requirement to Inform Employees of Whistleblower Rights   | JAN 2009 |
| 252.204-7003       | Control Of Government Personnel Work Product  | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A  | SEP 2007 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders   | DEC 1991 |

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|                    |  |          |
|--------------------|--|----------|
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By<br>The Government of a Terrorist Country                           | DEC 2006 |
| 252.215-7000       | Pricing Adjustments  | DEC 1991 |
| 252.215-7002       | Cost Estimating System Requirements  | DEC 2006 |
| 252.219-7003 (Dev) | Small Business Subcontracting Plan (DoD Contracts)   | APR 2007 |
| Alt I              | (Deviation) Alternate I  |          |
| 252.223-7006       | Prohibition On Storage And Disposal Of Toxic And<br>Hazardous Materials  | APR 1993 |
| 252.225-7012       | Preference For Certain Domestic Commodities  | DEC 2008 |
| 252.226-7001       | Utilization of Indian Organizations and Indian-Owned<br>Economic Enterprises, and Native Hawaiian Small Business<br>Concerns | SEP 2004 |
| 252.227-7022       | Government Rights (Unlimited)  | MAR 1979 |
| 252.231-7000       | Supplemental Cost Principles   | DEC 1991 |
| 252.232-7003       | Electronic Submission of Payment Requests and Receiving<br>Reports   | MAR 2008 |
| 252.232-7010       | Levies on Contract Payments  | DEC 2006 |
| 252.236-7000       | Modification Proposals-Price Breakdown   | DEC 1991 |
| 252.236-7005       | Airfield Safety Precautions  | DEC 1991 |
| 252.236-7006       | Cost Limitation  | JAN 1997 |
| 252.239-7001       | Information Assurance Contractor Training and Certification  | JAN 2008 |
| 252.241-7001       | Government Access  | DEC 1991 |
| 252.243-7001       | Pricing Of Contract Modifications  | DEC 1991 |
| 252.243-7002       | Requests for Equitable Adjustment  | MAR 1998 |
| 5252.236-9301      | SPECIAL WORKING CONDITIONS AND ENTRY TO<br>WORK AREA   | OCT 2004 |

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

The Contractor shall be required to (a) commence work under this contract within 15 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 (SEE BELOW). The time stated for completion shall include final cleanup of the premises.

P1857 – 835 calendar days from the date the contractor receives the notice to proceed (start date 9/30/10 and completion date is 1/12/2013)

| P1331   |                                     | Start Date | Completion Date |
|---------|-------------------------------------|------------|-----------------|
| Phase A | Chiller Addition/Phase 1 Renovation | 4/14/2011  | 5/23/2012       |
| Phase B | Phase 2 Renovation                  | 1/14/2013  | 10/18/2013      |
| Phase C | Phase 3 Renovation                  | 10/21/2013 | 6/13/2014       |
| Phase D | Phase 4 Renovation                  | 6/16/2014  | 1/2/2015        |

(End of clause

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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 (see chart below) for each calendar day of delay until the work is completed or accepted.

**Liquidated damages: Liquidated Damages will be calculated for each project completion time. Liquidated Damages will be calculated in accordance with the table below and will be based on the award amount.**

| Project Cost                         | Estimated Liquidated Damages Per Calendar Day |
|--------------------------------------|---|
| \$ 2,000 - 25,000                    | \$ 80   |
| 25,000 - 50,000                      | 110   |
| 50,000 - 100,000                     | 140   |
| 100,000 - 500,000                    | 200   |
| Each additional \$100,000 - add \$50 |   |

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

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(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 236220 assigned to contract number N40085-10-R-5305.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

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

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

#### 52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the

invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby certify that during the period . . . . to . . . . [insert dates], . . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$ . . . . (State) and \$ . . . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

(End of clause)

#### 52.232-25 PROMPT PAYMENT (OCT 2008)

Notwithstanding any other payment clause 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 (EFT). 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 paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th 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 requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) 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)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(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 the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(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).

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(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice 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--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) 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)(4)(i) through (a)(4)(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, or Contractor compliance with any contract term or condition.

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

(5) 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, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, 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.

(6) 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.

(7) 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)(7)(ii) of this clause, postmarked not later than 40 days after 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 is 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.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

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

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) 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

(iv) Contractor point of contact.

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

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . ECS Engineering provided geotechnical analysis of soil borings to determine bearing capacities, soil infiltration rates and pavement design criteria. Stewart Engineering provided site utility and grading survey services for the entire project site.

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . . . . (insert other pertinent information).

(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://arnet.gov/far>

(End of clause)

252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF  
MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| Title | File | Drawing No. |
|-------|------|-------------|
|-------|------|-------------|

SEE SPECIFICATION SECTIONS

(End of clause)

252.246-9999 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (DEVIATION) (APR 2010)

(a) Definition. "Discipline Work Group," as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for particular discipline areas.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with United Facilities Criteria (UFC) 1-200-01 for –

- (1) Fire protection;
- (2) Structural integrity,
- (3) Electrical system;

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(5) Water treatment;

(6) Waste disposal, and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrent of the relevant Discipline Working Group.

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

#### 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

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

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

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

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

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

Revised February 2010

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**SOURCE SELECTION SENSITIVE INFORMATION  
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY**

**5252.232-9301 Invoicing Procedures Electronic.** As prescribed in 32.7004 insert a clause substantially the same as the following:

**INVOICING PROCEDURES ELECTRONIC (FEB 2009)**

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

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

|   |  |
|---|--|
| Initial Document Creation requires the following:   |  |
| Contract Number                                     | N40085-10-C-5305                           |
| Delivery Order Number                               |  |
| Cage Code/Ext                                       |  |
| Pay DoDAAC  |  |
| Document Type                                       | 'Navy Construction / Facilities Management |
| On the WAWF "Header Tab" the following is required: |  |
| Issue Date  |  |
| Issue By DoDAAC                                     | N40085                                     |
| Admin By DoDAAC                                     | N40085                                     |

|  |                  |
|--|------------------|
| Inspect By DoDAAC/Ext  | N40085           |
| Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext | N40085           |
| Ship From Code/Ext   | "LEAVE BLANK"    |
| LPO DoDAAC/Ext   | N40085 NCIPT     |
| Once Submitted, select "Send More Email Notifications"       |                  |
| Inspector Email Address                                      | "Not Applicable" |
| Accountable Official Email Address                           | "Not Applicable" |
| Operations Assistant (OA) Email Address                      | "Not Applicable" |
| Activity Fund Administrator email Address                    | "Not Applicable" |

The NAVFAC WAWF point of contact for this contract is Comatrice Martin and can be reached at [comatrice.martin1@navy.mil](mailto:comatrice.martin1@navy.mil)

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

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

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 866-618-5988 or the NAVFAC WAWF point of contact identified above in section (d).  
(End of clause)

#### 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c) Prior to commencement of the work, the Contractor may be required to:
- (1) submit in writing his proposals for effectuating provision for accident prevention;
  - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

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

Electric - Water - Compressed Air

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

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

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

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

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

5252.236-9310 RECORD DRAWINGS (Oct 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-

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

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

PROPOSAL REQUIREMENTS

**BASIS FOR AWARD**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value, the proposal most advantageous to the Government, price and other factors considered.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions but reserve the right to enter into discussions if necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical evaluation factors when combined are approximately equal to price.

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

**EVALUATION FACTORS FOR AWARD**

1. The solicitation requires the evaluation of price and the following technical factors and subfactors.

1. The solicitation requires the evaluation of price and the following technical factors and *subfactors*:

Factor 1– Corporate Experience

Factor 2 – Past Performance

Factor 3 – Safety

Factor 4– Small Business Utilization

Subfactor 4.A. – Past Performance in Utilizing Small Bus Program

Subfactor 4.B. – Participation of small bus in the performance of this contract

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work 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 relates to how well a contractor has performed.

2. Technical evaluation factors (1 through 4) are of equal importance. Technical evaluation factors (1 through 4), when combined, are approximately equal to price.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

**Technical: Offeror shall submit one (1), marked “Original”, a CD and five (5) copies, each in a separate three-ring binder with the following characteristics:**

- **8 ½ x 11 format**
- **12 point font**
- **Limited to 85 pages – page count excludes cover page, and tabs. PAGES THAT EXCEED THE PAGE LIMITATION SHALL NOT BE EVALUATED.**
- **Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.**

**Price: Offeror shall submit one (1) original, marked “Original”, and one (1) copy, each in a separate three ring binder with the following:**

- **SF-1442, signed with all amendments acknowledged**
- **Solicitation Contract Form**
- **Copy of Representation and Certifications from ORCA**
- **Verification of CCR registration**
- **Past Performance in Utilizing Small Business Program**
- **Subcontracting Plan (if applicable)**
- **Completed Form LLL**
- **Bid Bond.**
- **Joint Venture Agreement (if applicable)**
- **8(a) certification and SBA letter approving a bonafide office in North Carolina (if applicable)**

**Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.**

(1) **Factor 1 Corporate Experience:**

(i) Solicitation Submittal Requirements: (1) Submit a minimum of one (1) and a maximum of three (3) projects similar in size, scope and complexity including multiple phasing requirements as required in the RFP, unless Offeror is a Joint Venture. If the Offeror is a Joint Venture, a minimum of one (1) and a maximum of two (2) projects per joint venture partner must be submitted. If the offeror proposes as a "teaming arrangement", identify the prime and only the prime will be evaluated. The projects should be completed by your firm within the past ten (10) years. Use the attached Corporate Experience Form (Attachment A) to submit projects. Project description for each project shall explain the detailed scope of work performed and the relevancy to the project requirements of this RFP. Include in each project description any official LEED Certifications received from the U.S. Green Building Council (USGBC) for that project (if any). Definition of a "Relevant Project" for this factor includes: A variety of Design-Build and Design-Bid-Build (fully designed) general construction services.

Relevant types of buildings and facilities include Occupied Hospitals, Hospital Renovation Experience, Hospital Addition Experience and Health Clinics, including Emergency Departments and/or Ambulatory Surgery Centers. Each project submitted for evaluation shall be \$30 million or more in dollar value.

(ii) Basis of Evaluation: (1) The standard has been met when the offeror demonstrates experience with relevant projects similar in size, scope and complexity to the RFP.

(2) Submitted projects that fail to use the attached Corporate Experience Form shall not be evaluated.

(3) All projects submitted which are outside of the specified 10-year period shall not be evaluated.

(4) Submitted projects that fail to provide all requested data, an accessible point of contact, or correct phone/fax numbers will not be evaluated.

(5) Proposals that fail to submit projects for all joint venture partners will result in a lower rating for this factor. If Joint Venture has previously worked together on project submitted, it may be rated higher.

(6) Proposals with projects similar to the RFP that incorporated sustainable principles and achieved an official LEED rating of "Certified" or higher from the U.S. Green Building Council may result in a higher rating for this factor.

(7) The contractor may be rated higher if the projects submitted include similar phasing as required in the RFP.

(2) **Factor 2, Past Performance :**

(i) Solicitation Submittal Requirements: (1) The Past Performance Questionnaire (Attachment B) is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for **Factor 1, Corporate Experience**. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires are to be mailed or faxed from the client directly to the Government, not be submitted via the Offeror. In order for the client evaluation to be considered, the Past Performance Questionnaires must be submitted no later than 23 July 2010. Include with your proposal submission a copy of the Past Performance Questionnaire Cover Sheet which contains the point of contact information for each client questionnaire. Also include performance recognition documents received within the last 5 years - such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the Offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(ii) Basis of Evaluation:

The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, performance recognition documents, and information obtained for any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Tasks that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds

(3) **Factor 3, Safety** :

**Subfactors are presented in DESCENDING order of importance.**

**Information for EMR, LWDR and RIR must be provided by Insurance Carrier. For ratings that are less than "Satisfactory", please provide a brief explanation of the circumstances regarding the rating.**

**If Offeror is a Joint Venture – Information must be provided for all partners of the Joint Venture.**

(1) Solicitation Submittal Requirements:

(a) Submit insurance company Experience Modification Rate (EMR) for previous five years. Insurance companies establish an EMR for the company based on corporate past experience.

The better the safety record of the contractor the lower the rate. Each company when initially established starts with a rate of 1.0. As experience is obtained the carrier either increases the rate to above 1.0 for poor performance or reduces the rate below 1.0 for good performance. A good performer pays a reduced amount (rate) for insurance. This lowering of operating cost facilitates improved performance by the contractor. If an EMR is not available from the insurance carrier, please certify that it is not available. Provide a point of contact with the insurance carrier for verification. **Note:** Please advise the agent that the Government may contact them to confirm company Experience Modification Rates.

(2) Basis of Evaluation:

(a) EMR is evaluated based in the value for the most recent year. The following adjectival ratings will be assigned to the corresponding EMR values listed below.

|              |                      |
|--------------|----------------------|
| Excellent    | Less than 0.7        |
| Good         | 0.7 to less than 0.8 |
| Satisfactory | 0.8 to less than 0.9 |
| Marginal     | 0.9 to 1.0           |
| Poor         | Greater than 1.0     |

(b) Documentation showing positive trend may be rated higher.

(c) Proposals failing to provide documentation regarding a less than "Satisfactory" rating may be rated lower.

(B) Subfactor 3b, OSHA Lost Work Day Rate (LWDR):

(1) Solicitation Submittal Requirements:

(a) Submit insurance company Occupational Safety and Health Act (OSHA) Lost Work Day Rate (LWDR) for the previous five years. For ratings that are less than "Satisfactory", please provide a brief explanation of the circumstances regarding the rating. It is based on an industry standard calculation:

$$\text{LOST WORK DAY RATE} = (200,000 \times A) / B$$

Where A = the number of lost workday cases and B = total number of hours worked.

(2) Basis of Evaluation:

(a) LWDR is evaluated based on an average of the five years. The following adjectival ratings will be assigned to the corresponding LWDR values listed below.

|              |                  |
|--------------|------------------|
| Excellent    | Less than 1      |
| Good         | 1 to less than 2 |
| Satisfactory | 2 to less than 3 |
| Marginal     | 3 to 4           |
| Poor         | Greater than 4   |

(b) Documentation showing positive trend may be rated higher.

(c) Proposals failing to provide documentation regarding a rating less than "Satisfactory" may be rated lower.

(C) Subfactor 3c, OSHA Recordable Incidence Rate (RIR):

(1) Solicitation Submittal Requirements:

(a) Submit insurance company Occupational Safety and Health Act (OSHA) Recordable Incident Rate (RIR) for the previous five years. For ratings that are less than "Satisfactory", please provide a brief explanation of the circumstances regarding the rating. It is based on an industry standard calculation:

$$\text{RECORDABLE INCIDENCE RATE} = (200,000 \times C) / B$$

Where C = the number of recordable incidents and B = total number of hours worked.

(2) Basis of Evaluation:

(a) RIR is evaluated based on an average of the five years. The following adjectival ratings will be assigned to the corresponding RIR values listed below.

|              |                  |
|--------------|------------------|
| Excellent    | Less than 3      |
| Good         | 3 to less than 5 |
| Satisfactory | 5 to less than 7 |
| Marginal     | 7 to 9           |
| Poor         | Greater than 9   |

(b) Documentation showing positive trend may be rated higher.

(c) Proposals failing to provide documentation regarding a less than "Satisfactory" rating may be rated lower.

(4) **Factor 4, Small Business :**

**SUBFACTOR 4.A – PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS**

**NOTES:**

1. If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful involvement with the management of the subcontracting program/plan. If the Offeror is a Joint Venture, provide past performance information for each individual joint venture member.)

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

**BASIS OF EVALUATION:**

- The extent to which the proposal demonstrates satisfactory past performance in utilizing Small Business (SB) concerns in subcontracting and meeting established Small Business goals. Satisfactory past performance may be defined as the offeror meeting some previously established subcontracting goals, and not others, but provided sufficient and reasonable explanation as to why the goals were not met.

**SUBMISSION REQUIREMENTS:**

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

- a. Provide information on national and industry-issued awards received for outstanding support to SB concerns within the past five (5) years. Include dates that the award was received. National and industry-issued awards received beyond (5) years will not be considered.
- b. Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all contracts referenced under Factor 1, Corporate Experience. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings may be considered. If more than five (5) ratings are provided, only the first five will be considered.

- c. Provide information on previous, existing, planned or pending mentor-protégé agreements under any Federal Government program.
- e. Provide information on use of Community Rehabilitation Program (CRP) organizations certified under the Ability One Program by NISH or the National Industry for the Blind (NIB).
- f. Provide final or most recent SF294s “Subcontracting Report for Individual Contracts,” ISRs “Individual Subcontracting Reports”, or equivalent reports on all contracts referenced under Factor (1) Corporate Experience. Reports for recently completed projects are desired, however, in the absence of recently completed project reports, interim reports may be considered. If more than five (5) ratings are provided, only the first five will be considered. If goals were not met on submitted contracts, provide an explanation as to why. Newly established Large Businesses, or Large Businesses with no prior SF294/ISR/equivalent report history shall submit a subcontracting history on Attachment (E), Small Business Past Performance.
- g. Small Business proposers shall provide a subcontracting history on Attachment (E), Small Business Past Performance.

**SUBFACTOR 4.B – SMALL BUSINESS PARTICIPATION**

**BASIS OF EVALUATION:**

- The extent to which the proposal demonstrates maximum practicable participation of SBs in terms of the total value of the acquisition.
- The extent to which SB concerns are specifically identified in the proposal.
- The extent to which complex work and a variety of the work groups are to be performed by SBs.
- The extent to which the proposer’s Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract.
- The extent to which the proposal provides Small Business Subcontracting goals that meet or exceed the minimum NAVFAC Small Business Subcontracting Targets, including Ability One CRP organizations. Proposals that provide goals exceeding the NAVFAC Subcontracting Targets may be rated higher. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

|                | <b>FY 2010</b> | <b>FY2011</b> | <b>FY2012</b> | <b>FY2013</b> | <b>FY2014</b> |
|----------------|----------------|---------------|---------------|---------------|---------------|
| <b>SB</b>      | 35.61%         | 35.97%        | 36.33%        | 36.69%        | 36.33%        |
| <b>SDB</b>     | 22.67%         | 22.97%        | 23.26%        | 23.57%        | 23.87%        |
| <b>WOSB</b>    | 5.97%          | 5.97%         | 5.98%         | 5.98%         | 5.99%         |
| <b>HUBZone</b> | 10.20%         | 10.32%        | 10.45%        | 10.57%        | 10.70%        |
| <b>SDVOSB</b>  | 3.00%          | 3.00%         | 3.00%         | 3.00%         | 3.00%         |

**PROPOSAL SUBMISSION REQUIREMENTS**

- a. Identify in terms of dollar value and percentage, the extent of work you will perform as the prime contractor. If submitting an offer as a Joint-Venture (JV), identify the percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.
- b. If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in the Request for Proposal, Attachment (E). If you are a Small Business, submit a subcontracting breakdown in the format provided in the Request for Proposal, Attachment (E). All proposers: The Small Business Subcontracting Plan or subcontracting breakdown shall list all SB subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, **include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed.**

**PRICE**

(A) Solicitation Submittal Requirements:

(1) Submit one (1) original, marked "Original" and one (1) copy, each in a three-ring binder along with Offerors Bid Bond and Subcontracting Plan (as applicable).

(B) Basis of Evaluation:

(1) The Government will evaluate for a fair and reasonable price based on the total price, including options.

(2) Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (a) Comparison of proposed prices received in response to the RFP.
- (b) Comparison of proposed prices to the Government Estimate (GE).
- (c) Comparison of proposed prices with available historical information.

**IV. ATTACHMENTS**

Attachment A – Corporate Experience Form

Attachment B – Past Performance Cover Letter for Past Performance Questionnaire

Attachment C – Subcontracting Breakdown

Attachment D - Wage Determination

Attachment F – Bonds

**Attachment A – Corporate Experience Form**

**CORPORATE EXPERIENCE FORM**

**N40085-10-R-5305**

**Offeror:** \_\_\_\_\_  
**Project:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Contract**  
**Number:** \_\_\_\_\_  
**Location:** \_\_\_\_\_  
**Contract**  
**Completion:** \_\_\_\_\_  
**Duration:** \_\_\_\_\_  
**Original**  
**Value:** \_\_\_\_\_  
**Final Value:** \_\_\_\_\_  
**Type of Contract:** \_\_\_\_\_ **Fixed Price** \_\_\_\_\_ **Cost Reimbursable**  
**Project**  
**Description:** \_\_\_\_\_

**Customer Contact:**

**Name**

\_\_\_\_\_  
**Organization**

P 1857 Hospital Outpatient Clinic  
P 1331 Naval Hospital Renovation & MRI Addition  
Marine Corps Base, Camp Lejeune, NC

N40085-10-R-5305

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**Address**

---

**Telephone Number**

---

**Email Address**

**Circle one**

**P = Prime Contractor**

**S = Subcontractor**

**Attachment B – Past Performance Cover letter for Past Performance  
Questionnaire**

FROM: Naval Facilities Engineering Command Mid-Atlantic  
Attn: Debbie Coons  
6506 Hampton Blvd.  
Norfolk, VA 23508

SUBJ: REQUEST FOR PAST PERFORMANCE INFORMATION FOR SOLICITATION  
N40085-10-R-5305, HOSPITAL ADDITION AND HOSPITAL RENOVATION, MCB  
CAMP LEJEUNE, NC, P-1857 AND P 1331

Our office is in the process of selecting a contractor for the subject construction project. One of the award criteria includes the evaluation of the Offeror's past performance on prior or current contracts. We need your assistance by rating the Offeror's past performance on the attached Past Performance Questionnaire form. Neither the name of your company nor the name of the person(s) completing the questionnaire will be revealed to the Offeror.

If you have any questions regarding the questionnaire please do not hesitate to contact Debbie Coons at 757-322-4143 or via Email at [deborah.coons@navy.mil](mailto:deborah.coons@navy.mil).

Instructions for completing the questionnaire:

1. Please have the questionnaire completed by the person(s) most familiar with the Offeror's performance on subject contract. Your candid response to the questions is important to our evaluation effort and may affect the award outcome. Please note the "neutral" rating for questions not applicable to work performed on your contracting action.
2. The Offeror will provide the exact date questionnaires are due in their cover letter to you. Please submit the Past Performance Questionnaire before the due date directly to Debbie Coons via Email [deborah.coons@navy.mil](mailto:deborah.coons@navy.mil) or by facsimile to 757-322-8285.
3. Please do not send the Past Performance Questionnaire to the Offeror. This questionnaire relates to an ongoing source selection and it will be considered Source Selection Sensitive Information in accordance with Federal Acquisition Regulation Part 3.104. No information will be released outside of the Source Selection Evaluation Organization.

In advance, we know your time is valuable and appreciate your support by completing the questionnaire.

//S//  
Deborah Coons  
Contract Specialist

**ATTACHMENT B**

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET**

***(NOTE TO OFFEROR: For each past performance questionnaire to be completed by a client and submitted to the Government as a reference, provide a copy of this cover sheet with your proposal identifying the client's point-of-contact information. Ensure correct phone numbers and email addresses are provided for the client point of contact.)***

1. OFFEROR: \_\_\_\_\_
2. FIRM BEING EVALUATED: \_\_\_\_\_
3. CONTRACT NUMBER: \_\_\_\_\_
4. PROJECT DESCRIPTION: \_\_\_\_\_
5. CONTRACT/TASK ORDER AMOUNT: \_\_\_\_\_
6. PERFORMANCE PERIOD: \_\_\_\_\_
7. REFERENCE ORGANIZATION NAME: \_\_\_\_\_
8. EVALUATOR'S CONTACT INFO:
  - a. NAME & TITLE: \_\_\_\_\_
  - b. PHONE NUMBER: \_\_\_\_\_
  - c. FAX NUMBER: \_\_\_\_\_
  - d. EMAIL ADDRESS: \_\_\_\_\_

## PAST PERFORMANCE QUESTIONNAIRE

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

**E (EXCELLENT)** – Performance meets contractual requirements and exceeds the Government's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. (HIGH CONFIDENCE)

**G (GOOD)** – Performance meets contractual requirements and exceeds some requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. (SIGNIFICANT CONFIDENCE)

**S (SATISFACTORY)** – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory. (CONFIDENCE)

**M (MARGINAL)** – Performance does not meet some contractual requirements. The contractual performance of the 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. (LITTLE CONFIDENCE)

**P (POOR)** – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. (NO CONFIDENCE)

**N (NEUTRAL)** – No relevant past performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the contractor or their key personnel. (This is neither a negative nor positive assessment.)

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

|   |       |   |    |     |   |   |
|---|-------|---|----|-----|---|---|
| 1. Was this a competitive Contract?   | YES   |   | NO |     |   |   |
| 2. Role of contractor.  | Prime |   |    | Sub |   |   |
| 3. Ability to meet quality standards specified for technical performance.   | E     | G | S  | M   | P | N |
| 4. Compliance with contractual terms and conditions.  | E     | G | S  | M   | P | N |
| 5. Quality/integrity of technical data/report preparation efforts.  | E     | G | S  | M   | P | N |
| 6. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.  | E     | G | S  | M   | P | N |
| 7. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).  | E     | G | S  | M   | P | N |
| 8. Effectiveness of on-site management, including management of subcontractors?   | E     | G | S  | M   | P | N |
| 9. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).                 | E     | G | S  | M   | P | N |
| 10. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.  | E     | G | S  | M   | P | N |
| 11. Ability to successfully respond to emergency and/or surge situations.   | E     | G | S  | M   | P | N |
| 12. Effectiveness of on-site management and control multidiscipline construction categories, including subcontractors.  | E     | G | S  | M   | P | N |
| 13. Effectiveness of material management.   | E     | G | S  | M   | P | N |
| 14. Effectiveness of acquisition management.  | E     | G | S  | M   | P | N |
| 15. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.  | E     | G | S  | M   | P | N |
| 16. Contractor safety record.   | E     | G | S  | M   | P | N |
| 17. Responsiveness regarding safety issues.   | E     | G | S  | M   | P | N |
| 18. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports. | E     | G | S  | M   | P | N |



**ATTACHMENT C**

**SUBCONTRACTING BREAKDOWN**  
(TO BE SUBMITTED BY SMALL BUSINESSES)

(CONTRACTOR'S NAME)  
(ADDRESS)

Solicitation or Contract Number

(Title of the Project)  
(Location)

(Date Prepared)

**SUBCONTRACTING BREAKDOWN – (Base Year and/or All Bid Items excluding Options)**

1. Estimated \$ value of all planned subcontracting \$ \_\_\_\_\_
2. Estimated \$ value of all work to be performed by offeror's workforce \$ \_\_\_\_\_
3. Total \$ value of the proposal (sum of 1 and 2) \$ \_\_\_\_\_
4. Subcontracts for products and services to be awarded under this project.

a. Large Business: (LB)

| <u>NAME OF COMPANY</u> | <u>TYPE OF SERVICES</u> | <u>\$ VALUE OF SUBCONTRACT</u> |
|------------------------|-------------------------|--------------------------------|
|                        |                         |                                |
|                        |                         |                                |
|                        |                         |                                |
|                        |                         |                                |
|                        |                         | TOTAL: \$ _____                |

b. Small Business (SB)

| <u>NAME OF COMPANY</u> | <u>TYPE OF SERVICES</u> | <u>\$ VALUE OF SUBCONTRACT</u> |
|------------------------|-------------------------|--------------------------------|
|                        |                         |                                |
|                        |                         |                                |
|                        |                         |                                |
|                        |                         |                                |
|                        |                         | TOTAL: \$ _____                |

P 1857 Hospital Outpatient Clinic  
P 1331 Naval Hospital Renovation & MRI Addition  
Marine Corps Base, Camp Lejeune, NC

N40085-10-R-5305

(1) SMALL DISADVANTAGED BUSINESSES: (SDB)  
NAME OF COMPANY                      TYPE OF SERVICES                      \$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

(2) WOMEN-OWNED SMALL BUSINESSES: (WOSB)  
NAME OF COMPANY                      TYPE OF SERVICES                      \$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

(3) HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) BUSINESS:  
NAME OF COMPANY                      TYPE OF SERVICES                      \$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

(4) VETERAN OWNED SMALL BUSINESS: (VOSB)  
NAME OF COMPANY                      TYPE OF SERVICES                      \$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

(5) SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS: (SDVOSB)  
NAME OF COMPANY                      TYPE OF SERVICES                      \$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

(6) HISTORICALLY BLACK COLLEGES AND UNIVERSITIES & MINORITY INSTITUTIONS:  
(HBCU/MI)  
NAME OF C, U, OR MI                      TYPE OF SERVICES                      \$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

P 1857 Hospital Outpatient Clinic  
P 1331 Naval Hospital Renovation & MRI Addition  
Marine Corps Base, Camp Lejeune, NC

N40085-10-R-5305

(7) ABILITYONE PROGRAM (FORMERLY JWOD) - NISH  
NAME OF COMPANY                      TYPE OF SERVICES                      \$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

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

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

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

**PERCENTAGES**

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

\*% of total dollars subcontracted



Sheet metal worker  
 \_(includes HVAC duct work)..\$ 10.53 2.17  
 Truck driver.....\$ 8.85

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

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests  
 for summaries of surveys, should be with the Wage and Hour  
 Regional Office for the area in which the survey was conducted  
 because those Regional Offices have responsibility for the  
 Davis-Bacon survey program. If the response from this initial  
 contact is not satisfactory, then the process described in 2.)  
 and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**ATTACHMENT E -LLL FORM**

Approved by OMB

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

|  |   |   |
|--|---|---|
| <p><b>1. Type of Federal Action:</b><br/>                 a. contract<br/>                 _____ b. grant<br/>                 c. cooperative agreement<br/>                 d. loan<br/>                 e. loan guarantee<br/>                 f. loan insurance</p>   | <p><b>2. Status of Federal Action:</b><br/>                 a. bid/offer/application<br/>                 _____ b. initial award<br/>                 c. post-award</p> | <p><b>3. Report Type:</b><br/>                 a. initial filing<br/>                 _____ b. material change</p> <p><b>For material change only:</b><br/>                 Year _____ quarter _____<br/>                 Date of last report _____</p> |
| <p><b>4. Name and Address of Reporting Entity:</b><br/>                 _____ Prime      _____ Subawardee<br/>                 Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>   |   | <p><b>5. If Reporting Entity in No. 4 is Subawardee,</b><br/>                 Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>  |
| <p><b>6. Federal Department/Agency:</b></p>  | <p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>   |   |
| <p><b>8. Federal Action Number, if known:</b></p>  | <p><b>9. Award Amount, if known:</b><br/>                 \$ _____</p>  |   |
| <p><b>10. a. Name and Address of Lobbying Registrant</b><br/> <i>(if individual, last name, first name, MI):</i></p>   | <p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br/> <i>(last name, first name, MI):</i></p>                          |   |
| <p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> | <p><b>Signature:</b> _____<br/> <b>Print Name:</b> _____<br/> <b>Title:</b> _____<br/> <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>                               |   |
| <p><b>Federal Use Only</b></p>   | <p><b>Authorized for Local Reproduction</b><br/>                 Standard Form - LLL (Rev. 7-97)</p>  |   |

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## **ATTACHMENT F - BONDS**

|  |   |   |
|--|---|---|
| <b>BID BOND</b><br><i>(See instruction on reverse)</i> | DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i> | OMB NO.: <b>9000-0045</b><br>Expires: <b>09/30/98</b> |
|--|---|---|

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariate (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

|  |  |
|--|--|
| PRINCIPAL <i>(Legal name and business address)</i> | TYPE OF ORGANIZATION <i>("X" one)</i><br><br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP<br><input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION<br>STATE OF INCORPORATION |
|--|--|

SURETY(IES) *(Name(s) and business address(es))*

| PENAL SUM OF BOND    |                      |             |            |       | BID IDENTIFICATION                               |                |
|----------------------|----------------------|-------------|------------|-------|--|----------------|
| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED |             |            |       | BID DATE   | INVITATION NO. |
|                      | MILLION(S)           | THOUSAND(S) | HUNDRED(S) | CENTS |  |                |
|                      |                      |             |            |       | FOR <i>(Construction, Supplies, or Services)</i> |                |

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL                            |               |               |                       |
|--------------------------------------|---------------|---------------|-----------------------|
| SIGNATURE(S)                         | 1.            | 2.            | 3.                    |
|                                      | <i>(Seal)</i> | <i>(Seal)</i> | <i>(Seal)</i>         |
| NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1.            | 2.            | 3.                    |
|                                      |               |               | <i>Corporate Seal</i> |

| INDIVIDUAL SURETY(IES)    |   |
|---------------------------|---|
| SIGNATURE(S)              | 1. <span style="float: right;"><i>(Seal)</i></span> |
| NAME(S)<br><i>(Typed)</i> | 1.  |

| CORPORATE SURETY(IES) |                                      |               |                       |
|-----------------------|--------------------------------------|---------------|-----------------------|
| <b>SURETY A</b>       | NAME & ADDRESS                       | STATE OF INC. | LIABILITY LIMIT<br>\$ |
|                       | SIGNATURE(S)                         | 1.            | 2.                    |
|                       | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1.            | 2.                    |
|                       |                                      |               | <i>Corporate Seal</i> |

**CORPORATE SURETY(IES) (Continued)**

|                 |                                      |    |               |                       |                |
|-----------------|--------------------------------------|----|---------------|-----------------------|----------------|
| <b>SURETY B</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY C</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY D</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY E</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY F</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY G</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |

**INSTRUCTIONS**

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**PERFORMANCE BOND**  
*(See instructions on reverse)*

DATE BOND EXECUTED *(Must be same or later than date of contract)*

OMB No.: 9000-0045  
Expires: 09/30/98

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

| PRINCIPAL <i>(Legal name and business address)</i>    | TYPE OF ORGANIZATION <i>("X" one)</i><br><br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP<br><br><input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION<br>STATE OF INCORPORATION  |                   |       |  |  |            |             |            |       |  |  |  |  |               |  |              |  |  |  |  |  |
|---|---|-------------------|-------|--|--|------------|-------------|------------|-------|--|--|--|--|---------------|--|--------------|--|--|--|--|--|
| SURETY(IES) <i>(Name(s) and business address(es))</i> | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> </table> | PENAL SUM OF BOND |       |  |  | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |  |  |  |  | CONTRACT DATE |  | CONTRACT NO. |  |  |  |  |  |
| PENAL SUM OF BOND                                     |   |                   |       |  |  |            |             |            |       |  |  |  |  |               |  |              |  |  |  |  |  |
| MILLION(S)  | THOUSAND(S)   | HUNDRED(S)        | CENTS |  |  |            |             |            |       |  |  |  |  |               |  |              |  |  |  |  |  |
|   |   |                   |       |  |  |            |             |            |       |  |  |  |  |               |  |              |  |  |  |  |  |
| CONTRACT DATE   |   | CONTRACT NO.      |       |  |  |            |             |            |       |  |  |  |  |               |  |              |  |  |  |  |  |
|   |   |                   |       |  |  |            |             |            |       |  |  |  |  |               |  |              |  |  |  |  |  |

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.


| <b>PRINCIPAL</b>                     |                                   |                                   |                                   |
|--------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| SIGNATURE(S)                         | 1. _____<br><small>(Seal)</small> | 2. _____<br><small>(Seal)</small> | 3. _____<br><small>(Seal)</small> |
| NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. _____                          | 2. _____                          | 3. _____                          |
|                                      |                                   |                                   | <b>Corporate Seal</b>             |

| <b>INDIVIDUAL SURETY(IES)</b> |                                   |                                   |  |
|-------------------------------|-----------------------------------|-----------------------------------|--|
| SIGNATURE(S)                  | 1. _____<br><small>(Seal)</small> | 2. _____<br><small>(Seal)</small> |  |
| NAME(S)<br><i>(Typed)</i>     | 1. _____                          | 2. _____                          |  |

| <b>CORPORATE SURETY(IES)</b> |                                      |               |                       |
|------------------------------|--------------------------------------|---------------|-----------------------|
| <b>SURETY A</b>              | NAME & ADDRESS                       | STATE OF INC. | LIABILITY LIMIT<br>\$ |
|                              | SIGNATURE(S)                         | 2. _____      |                       |
|                              | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 2. _____      |                       |
|                              |                                      |               | <b>Corporate Seal</b> |

**CORPORATE SURETY(IES) (Continued)**

|                 |                                      |    |               |                       |                |
|-----------------|--------------------------------------|----|---------------|-----------------------|----------------|
| <b>SURETY B</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY C</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY D</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY E</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY F</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY G</b> | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.            |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |

|   |                        |            |
|---|------------------------|------------|
| <b>BOND PREMIUM</b>  | RATE PER THOUSAND (\$) | TOTAL (\$) |
|---|------------------------|------------|

**INSTRUCTIONS**

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
  - Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

|   |  |   |
|---|--|---|
| <b>PAYMENT BOND</b><br>(See instruction on reverse) | DATE BOND EXECUTED (Must be same or later than date of contract) | FORM APPROVED OMB NO.<br><br><b>9000-0045</b> |
|---|--|---|

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

|  |  |                                      |              |       |
|--|--|--------------------------------------|--------------|-------|
| PRINCIPAL (Legal name and business address)    | TYPE OF ORGANIZATION ("X" one)         |                                      |              |       |
|  | <input type="checkbox"/> INDIVIDUAL    | <input type="checkbox"/> PARTNERSHIP |              |       |
|  | <input type="checkbox"/> JOINT VENTURE | <input type="checkbox"/> CORPORATION |              |       |
|  | STATE OF INCORPORATION                 |                                      |              |       |
| SURETY(IES) (Name(s) and business address(es)) | <b>PENAL SUM OF BOND</b>               |                                      |              |       |
|  | MILLION(S)                             | THOUSAND(S)                          | HUNDRED(S)   | CENTS |
|  | CONTRACT DATE                          |                                      | CONTRACT NO. |       |
|  |  |                                      |              |       |

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

| <b>PRINCIPAL</b>           |    |        |        |                |
|----------------------------|----|--------|--------|----------------|
| SIGNATURE(S)               | 1. | 2.     | 3.     | CORPORATE SEAL |
|                            |    | (Seal) | (Seal) |                |
| NAME(S) & TITLE(S) (Typed) | 1. | 2.     | 3.     |                |

| <b>INDIVIDUAL SURETY(IES)</b> |    |        |    |        |
|-------------------------------|----|--------|----|--------|
| SIGNATURE(S)                  | 1. |        | 2. |        |
|                               |    | (Seal) |    | (Seal) |
| NAMES (Typed)                 | 1. |        | 2. |        |

| <b>CORPORATE SURETY(IES)</b>                 |                             |               |    |                    |                |
|--|-----------------------------|---------------|----|--------------------|----------------|
| <b>S<br/>U<br/>R<br/>E<br/>T<br/>Y<br/>A</b> | NAME & ADDRESS              | STATE OF INC. |    | LIABILITY LIMIT \$ | CORPORATE SEAL |
|  | SIGNATURE(S)                | 1.            | 2. |                    |                |
|  | NAMES(S) & TITLE(S) (Typed) | 1.            | 2. |                    |                |

**CORPORATE SURETY(IES) (Continued)**

|                                 |                                   |    |               |                       |                   |
|---------------------------------|-----------------------------------|----|---------------|-----------------------|-------------------|
| S<br>U<br>R<br>E<br>T<br>Y<br>B | NAME &<br>ADDRESS                 |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | CORPORATE<br>SEAL |
|                                 | SIGNATURE(S)                      | 1. | 2.            |                       |                   |
|                                 | NAMES(S) &<br>TITLE(S)<br>(Typed) | 1. | 2.            |                       |                   |
| S<br>U<br>R<br>E<br>T<br>Y<br>C | NAME &<br>ADDRESS                 |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | CORPORATE<br>SEAL |
|                                 | SIGNATURE(S)                      | 1. | 2.            |                       |                   |
|                                 | NAMES(S) &<br>TITLE(S)<br>(Typed) | 1. | 2.            |                       |                   |
| S<br>U<br>R<br>E<br>T<br>Y<br>D | NAME &<br>ADDRESS                 |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | CORPORATE<br>SEAL |
|                                 | SIGNATURE(S)                      | 1. | 2.            |                       |                   |
|                                 | NAMES(S) &<br>TITLE(S)<br>(Typed) | 1. | 2.            |                       |                   |
| S<br>U<br>R<br>E<br>T<br>Y<br>E | NAME &<br>ADDRESS                 |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | CORPORATE<br>SEAL |
|                                 | SIGNATURE(S)                      | 1. | 2.            |                       |                   |
|                                 | NAMES(S) &<br>TITLE(S)<br>(Typed) | 1. | 2.            |                       |                   |
| S<br>U<br>R<br>E<br>T<br>Y<br>F | NAME &<br>ADDRESS                 |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | CORPORATE<br>SEAL |
|                                 | SIGNATURE(S)                      | 1. | 2.            |                       |                   |
|                                 | NAMES(S) &<br>TITLE(S)<br>(Typed) | 1. | 2.            |                       |                   |
| S<br>U<br>R<br>E<br>T<br>Y<br>G | NAME &<br>ADDRESS                 |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | CORPORATE<br>SEAL |
|                                 | SIGNATURE(S)                      | 1. | 2.            |                       |                   |
|                                 | NAMES(S) &<br>TITLE(S)<br>(Typed) | 1. | 2.            |                       |                   |

**INSTRUCTIONS**

- This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated **Principal** on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed **CORPORATE SURETY(IES)**. In the space designated **SURETY(IES)** on the face of the form insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word **Corporate Seal**, and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.