

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DY-08-R-0020	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 14-May-2008	PAGE OF PAGES 1 OF 78
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W31RYO81028949	6. PROJECT NO.
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7. ISSUED BY US ARMY ENGINEERING & SUPPORT CENTER CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822 TEL: SEE "ADMINISTERED BY" FAX: 256-895-1197	CODE W912DY	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME JENNIFER L STAGGS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 256-895-1745
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SOLICITATION

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

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

Design/Build of Fire Station at Ft Stewart, GA

The estimated value of the contract is between \$1,000,000 and \$5,000,000.

Proposals will be received until 4:00 PM Central Time on 12 June 2008 at: 4:00 PM Central Time

The proposal of the successful Offeror shall be considered incorporated by reference upon award of the contract.

Reference Block 12A. Performance and Payment bonds are required upon contract award.

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See 00 22 20 _____.)

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

A. Sealed offers in original and 8 copies to perform the work required are due at the place specified in Item 8 by 04:00 PM (hour) local time 12 Jun 2008 (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 150 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

Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Ft Stewart Fire Station FFP PROJECT NO.: 144597 - Design-Build of Fire Station at Ft. Stewart, GA, to include site investigation, site design, fire station design, and construction of the fire station. The fire station consists of approximately 20,000 square feet. FOB: Destination MILSTRIP: W31RYO81028949 PURCHASE REQUEST NUMBER: W31RYO81028949	1	Lump Sum		

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Section 00 01 10 - Table of Contents

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Section 00 11 00 – SF 1442

Section 00 21 00 - Instructions, Conditions and Notices to Offerors

Section 00 22 10 - Phase 1 of a 2 Phase-Design Build Selection Procedures

Section 00 22 20 – Phase 2 Design-Build Selection Procedures and Basis for Award

Section 00 45 00 - Representations and Certifications

Section 00 72 00 - Contract Clauses

Section 00 73 00 - Special Contract Requirements

Section 00 11 00 - Standard Form (SF) 1442 and CLIN Schedule

SECTION 00 11 00 CONTINUATION

SECTION 00 11 00 CONTINUATION

Section 001100 - Standard Form (SF) 1442 and CLIN Schedule

BLOCK 10 CONTINUATION PAGE

Firm Fixed-Price Design/Build contract for a Fire Station at Fort Stewart, Georgia.

This acquisition is being offered for competition limited to eligible 8(a) concerns.

NAICS: 236220

Size Standard: \$31M

Offerors must be registered in CCR to be eligible for award. SEE FAR 52.204-7.

** Block 13B: See Section 00 21 00, Para. **1.15** for Bid Guarantee requirement and Section 00 73 00, Contract Clause 52.228-1.

This solicitation will be evaluated under the Two Phase Design Build Process. In Phase 1, interested firms or joint venture entities (referred to as "Offerors") may submit certain specific performance capability proposals, demonstrating their capability to successfully execute the design-build construction contract resulting from this solicitation. The Government will evaluate the performance capability proposals in accordance with the criteria described in the solicitation and will select no more than 3 offerors to *compete* for the contract in Phase 2 of the process.

In Phase 2, the selected Offerors will submit preliminary technical design proposals for the Ft Stewart Fire Station, the contract duration, a preliminary schedule and a price proposal. The Government will evaluate the Phase 2 proposals, in accordance with **Section 00 22 20, of the Phase 2 RFP. The contract will be awarded to the responsible Offeror**, whose proposal conforms with all the terms and conditions of the solicitation and whose proposal is determined to represent the overall best value to the government, considering technical-design quality, performance capability, and cost.

The magnitude of the contract is estimated between \$1M and \$5M.

In the event that the contract award cannot be made, the Government may award the contract with a reduced scope, or re-advertise under a full and open solicitation.

NOTES:

1. Construction Cost Limitation (CCL). The contract award design and construction shall not exceed \$ 4,800,000.00. Offerors are under no obligation to approach this amount, however offerors are cautioned that any proposal which exceeds the CCL may render them ineligible for award.

2. In accordance with FAR part 52.211-10 "Commencement, Prosecution, and Completion of Work." The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 540 calendar days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

3. In accordance with FAR Part 52.211-12 "Liquidated Damages—Construction," (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 specified in the Phase 2 RFP for each calendar day of

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

****The amount of Liquidated Damages will be provided in the Phase 2 RFP.****

5. In accordance with FAR part 52.222-6 "Davis-Bacon Act" General Decision Number GA080036, applies and will be included in the Phase 2 RFP.

6. SITE VISIT

The clauses 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, are included in this contract. Accordingly, Offerors are urged to attend the site-visit, which will announced via the Phase 2 RFP.

Section 00 21 00 - Instructions, Conditions and Notices to Offerors

INSTRUCTIONS TO OFFERORS

Section 00 21 00 - Instructions, Conditions and Notices to Offerors

INSTRUCTIONS TO OFFERORS

SECTION 00 21 00

REV 2.3 - 15 NOV 2007

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1.0 GENERAL INFORMATION

1.1 GENERAL DESCRIPTION OF WORK

1.2 CONTRACT COST CEILING LIMITATION FOR DESIGN AND CONSTRUCTION COSTS

1.3 GOVERNMENT SECURITY REQUIREMENTS

1.4 COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS

1.5 OFFEROR'S QUESTIONS AND COMMENTS

1.6 SMALL BUSINESS SIZE STANDARD/NAICS CODE

1.7 PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

1.8 PRE-PROPOSAL CONFERENCE

1.9 ACCURACY IN PROPOSALS

1.10 PROPOSAL SUBMITTALS

1.11 PROPOSAL FORMAT

1.12 JOINT VENTURE PROPOSAL REQUIREMENTS

1.13 SUBCONTRACTING PLAN/ SUBCONTRACTING GOALS REGARDING THE UTILIZATION OF
SMALL BUSINESS CONCERNS

1.14 SOLICITATION PROVISIONS

1.0 GENERAL INFORMATION

1.1. GENERAL DESCRIPTION OF WORK

The scope of project includes all work required to design and construct a Fire Station located at Fort Stewart, Georgia. The work shall be in accordance with Request for Proposal documents.

General Description of Work: Design and construct a fire station at Fort Stewart that will be used as a headquarters and accommodate 2 companies. The project includes both site development and the building.

1.2. CONTRACT COST CEILING LIMITATION FOR DESIGN AND CONSTRUCTION COSTS

The design and construction costs will be subject to the funds available for this project. The total contract award shall not exceed the CCL for this contract. Offerors are notified that they are under no obligation to approach this ceiling. However the Government may not be able make an award, if the dollar amount set for this project is exceeded.

1.3. GOVERNMENT SECURITY REQUIREMENTS

The Offeror(s) must ensure that ALL mail sent to the U.S Army Engineering & Support Center, U.S. Army Corps of Engineers, either pre-contract or post-contract award, has a return mailing address on the outside of the envelope, package, box, etc. ANY MAIL addressed to the U.S. Army Corps of Engineers, including but not limited to bids, modifications to bids, proposals, revised proposals, bonds, correspondence, etc., will be REJECTED by the US Army Corps of Engineers mail room facility located at CEHNC-CT if it does not contain a return mailing address. There will be no exceptions.

1.4. COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS

Copies of the solicitation and amendments are available by INTERNET ACCESS ONLY. All solicitation documents will be posted through the Army's Single Face to Industry (AFSI) to the Federal Business Opportunities (FedBizOpps) website at:

<https://www.fbo.gov>.

It shall be the contractor's responsibility to check the websites for any amendments. The offeror shall submit in the proposal all requested information specified in this solicitation. There will be no public opening of the proposals received as a result of this solicitation.

A list of interested vendors (potential offerors and subcontractors) is available on the federal business opportunities web site (registration required) at: <http://www.fbo.gov/> via Quick Search (Solicitation No. W912DY-08-R-0020).

1.5. OFFEROR'S QUESTIONS AND COMMENTS

Questions and/or comments relative to these documents should be submitted via ProjNet as outlined in Para 1.5.1.1.

Contract Specialist – Primary POC

U.S Army Engineering & Support Center, Huntsville

ATTN: Jennifer Staggs

CEHNC-CT-A, PO Box 1600, Huntsville, AL 35807-4301

Phone: 256-895-1745 Fax: 256-895-1197

Email: Jennifer.L.Staggs@usace.army.mil

Note: All questions and/or comments should reach the above referenced Contracting Office no later **than 10 calendar** days prior to the proposal due date, in order that they may be given consideration or actions taken prior to receipt of offers.

1.5.1 Bidder Inquiry

1.5.1.1 Technical inquiries and questions relating to proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at <http://www.projnet.org/projnet>.

1.5.1.1.1 To submit and review bid inquiry items, bidders will need to be a current registered user or self-register into system. To self-register go to web page, click BID tab select Bidder Inquiry, select agency USACE, enter Key for this solicitation listed below, and your e-mail address, click login. Fill in all required information and click create user. Verify that information on next screen is correct and click continue.

1.5.1.1.2 From this page you may view all bidder inquiries or add inquiry.

1.5.1.1.3 Bidders will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team.

1.5.1.1.4 The Solicitation Number is : W912DY-08-R-0020

1.5.1.1.5 The Bidder Inquiry Key is: **4FU683-PS3S7G**

1.5.1.2 The Bidder Inquiry System will be unavailable for new inquiries 9 days prior to proposal submission in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

1.5.1.3 Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

1.5.1.4 The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

1.5.1.5 Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

1.6. SMALL BUSINESS SIZE STANDARD/NAICS CODE

See Section 00 45 00, FAR 52.204-8 for the small business size standard/NAICS Code.

1.7. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

This Request for Proposal (RFP) does not commit the Government to pay, as a direct charge, any costs incurred in the preparation and submission of a proposal. A stipend will not be authorized for unsuccessful Phase 2 offerors.

1.8. PRE-PROPOSAL CONFERENCE

The Government intends to hold the pre-proposal conference during the Phase 2 RFP competition. Specific details will be provided to Offerors selected to participate in Phase 2 of the RFP.

1.9. ACCURACY IN PROPOSALS

Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.10. PROPOSAL SUBMITTALS

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact Jennifer Staggs, Contract Specialist, at **256-895-1745** or the Contracting Office Main Desk, at **256-895-1442**, prior to delivering to the address shown below. On the date specified, and thirty minutes prior to the time specified on Standard Form SF 1442, Page 1, Item 9, a representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 1442, Page 1, Item 9, receipt of proposals will be closed. Official time will be established by the clock located in the area where the proposals are received. Recent terrorist threats have resulted in more time-consuming sign-in and escort procedures and may impact the timely delivery of offers. See FAR 52.215-1 for rules concerning late proposals.

As stated on Standard Form SF 1442: Proposals will be received until 4:00 PM Central Time on 12 June 2008 at: 4:00 PM Central Time

U.S Army Engineering & Support Center, Huntsville
ATTN: Jennifer Staggs
CEHNC-CT-A, PO Box 1600, Huntsville, AL 35807-4301

** For Proposals sent Parcel Post or Overnight shipping use the following address:

U.S Army Engineering & Support Center, Huntsville
ATTN: Jennifer Staggs
CEHNC-CT-A, 4820 University Square, Huntsville, AL 35816.

The Packaging that contains the Proposals shall be marked:
"Proposals for Solicitation Number: W912DY-08-R-0020, DO NOT OPEN."

1.11. PROPOSAL FORMAT

a Written materials: 8 ½" x 11" format, using 10 point or larger font size, in bound volumes, using 3-ring binders (except that Pro Forma material and price proposal shall be submitted in a closed manila envelope. Each bound volume will contain a Title Sheet on the cover for ready identification of the proposal and a full table of contents, separated by Tabs, as prescribed herein.

(i) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm and a telephone number shall appear in the lower left corner of the title page of any document/volume to be evaluated.

(ii) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

(a) Drawing sheets: Use 22" x 34" for full size drawings. Half-size sheets are also acceptable.

(b) Electronic Format: Provide eight CDs in read-only format, preferably using .pdf files. All price breakdown information to aide in the price evaluation shall be submitted in Excel format.

(c) Number of copies: Submit one original and 7 copies of drawings and printed matter (Bound Volumes), as well as 8 CDs. For Pro Forma information required in Phase 2: Submit the original and one copy and one separate CD.

1.12. JOINT VENTURE PROPOSAL REQUIREMENTS

When proposing as a joint venture, all members of the joint venture shall sign the SF 1442 and the bid bond unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration. If this is an 8(a) or HubZone joint venture, the offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124 and 13 CFR Part 126, respectively

1.13. SUBCONTRACTING PLAN/ SUBCONTRACTING GOALS REGARDING THE UTILIZATION OF SMALL BUSINESS CONCERNS

(a) Application. This clause applies to all offerors submitting proposals.

(b) Federal Acquisition Regulations (FAR). Attention is directed to the following FAR and DFARS provisions contained in this solicitation:

52.219-8, Utilization of Small Business Concerns (Alternate I)

252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

(c) Goals. The U.S. Army Corps of Engineers considers the following goals reasonable and achievable for the performance of the resultant contract:

(i) 70 % of subcontracted amount with small business concerns.

- (ii) 6.2 % of subcontracted amount with those small business concerns owned and controlled by socially and economically disadvantaged individuals.
- (iii) 7.0 % of subcontracted amount with those small business concerns owned and controlled by women.
- (iv) .9 % of subcontracted amount with those small business concerns owned and controlled by Service-Disabled Veterans.
- (v) 9.8 % of subcontracted amount with those small business concerns owned and controlled by HUBZones.
- (vi) 0 % of subcontracted amount with those minority institutions and historically black colleges and universities

1.14. BID GUARANTEE

A bid Guarantee is not required for the Phase 1 proposal submission. A Bid Guarantee will be required in Phase 2. The penal sum of the bond will be required as in provision 52.228-1 Bid Guarantee. Facsimile Bonds are not acceptable.

1.15. CONTRACT PRICES – BIDDING SCHEDULE (PHASE 2 ONLY)

1.16. SOLICITATION PROVISIONS

CLAUSES INCORPORATED BY REFERENCE

52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JAN 2006
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.219-24	Small Disadvantaged Business Participation Program--Targets	OCT 2000
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2005
52.232-13	Notice Of Progress Payments	APR 1984
52.233-2	Service Of Protest	SEP 2006
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST

OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Information other than cost and pricing data which will be used to evaluate the proposed costs for fairness and reasonableness will be limited to the information submitted in the Offerors proposal as required by the solicitation instructions.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.236-27 SITE VISIT (CONSTRUCTION) (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) A Site visit will be scheduled as part of the phase 2 RFP. An announcement will be sent to Offerors selected to compete in the Phase 2 competition. Site visits will not be conducted during Phase 1.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of provision)

Section 00 22 10 - Phase 1 of a 2 Phase-Design Build Selection Procedures

PHASE 1 SELECTION PROCEDURES

SECTION 00 22 10

REV 6.3 – 18 APR 2008

PHASE 1 OF 2 PHASE DESIGN-BUILD SELECTION PROCEDURES

1.0 OVERVIEW

2.0 GENERAL INSTRUCTIONS

3.0 PHASE 1 PROPOSAL AND RELATED EVALUATION FACTORS

4.0 TAB A – STANDARD FORM 1442 AND PROPOSAL DATA SHEET

5.0 TAB B – FACTOR 1 – SPECIALIZED EXPERIENCE

5.1 SUBMISSION REQUIREMENTS

5.2 EVALUATION CRITERIA

6.0 TAB B – FACTOR 2 – PAST PERFORMANCE

6.1 SUBMISSION REQUIREMENTS

6.2 EVALUATION CRITERIA

7.0 TAB C – FACTOR 3 – ORGANIZATION AND TECHNICAL APPROACH

7.1 SUBMISSION REQUIREMENTS

7.2 EVALUATION CRITERIA

8.0 TAB D – FACTOR 4 – UTILIZATION OF BENTLEY BIM V8

8.1 SUBMISSION REQUIREMENTS

8.2 EVALUATION CRITERIA

9.0 PHASE 1 EVALUATION PROCEDURES

9.1 SOURCE SELECTION EVALUATION BOARD (SSEB)

9.2 EVALUATION

9.3 DEFINITIONS

9.4 EVALUATION AND RATING SYSTEM

9.5 PAST PERFORMANCE RISK RATINGS

PHASE ONE – SECTION 00 22 10 ATTACHMENTS

1 – PROPOSAL DATA SHEETS

2 – COMPANY SPECIALIZED EXPERIENCE CONSTRUCTION OR PRIME CONTRACTOR

3 – COMPANY SPECIALIZED EXPERIENCE DESIGN FIRM OR IN-HOUSE DESIGN CAPABILITY

4 – PAST PERFORMANCE EVALUATION TELEPHONE INTERVIEW QUESTIONNAIRE

7 – LETTER OF COMMITMENT FOR DESIGN FIRM

1.0 OVERVIEW

1.1. The Government is looking for ways to streamline construction, manage labor and other resource constraints in an effort to reduce costs and achieve an aggressive schedule in executing task orders to meet the Army's Transformation program goals of faster project execution at lower cost, while taking advantage of industry standards, means and methods. In Phase 1 of the 2 phase design-build selection procedure, interested firms or joint venture entities (referred to as "offerors") submit certain specified performance capability proposals, demonstrating their capability to successfully execute the design-build construction contract resulting from this solicitation. The Government will evaluate the performance capability proposals in accordance with the criteria described herein and will select no more than three (3) of the Phase 1 offerors to compete for the design-build contract in Phase 2.

1.2. In Phase 2, the selected offerors will submit proposals in accordance with Section 00 22 20.

1.3. The **selected** Offerors will be announced by special notice or synopsis to the Federal Business Opportunities website. Offerors will be contacted separately to provide Point of Contact information, which will be posted in the special notice announcing the selected offerors.

2.0 GENERAL INSTRUCTIONS

2.1. Firms formally organized as design-build entities, design firms and construction contractors that have associated specifically for this project, consortia of firms or any other interested parties may submit proposals. Associations may be as joint ventures or as key team subcontractors. Any legally organized Offeror may submit a proposal. To qualify for phase 2, the Offeror or Offeror's subcontractor has to have or will have to have professional architects and engineers, registered in the appropriate technical disciplines and the requirements specified in Contract Clause, **FAR part 52.236-25** "Requirements for Registration of Designers," must be met. All designs must be under the direct supervision of appropriately licensed professionals for each discipline involved.

2.2. Submit the Phase 1 proposal in a tabbed, three-ring binder. Note that the Government will not evaluate any material that exceeds the page limits, indicated in 7.1.1. below. **PHASE 1 DOES NOT INVOLVE PRICING SUBMISSION.**

3.0 PHASE 1 PROPOSAL AND RELATED EVALUATION FACTORS

<u>Location</u>	<u>Factor Number</u>	<u>Description</u>	<u>Relative Importance</u>
Tab A		SF 1442 and Proposal Data Sheet	N/A
Tab B	Factor 1	Specialized Experience	1st (Most Important Factor)
Tab B	Factor 2	Past Performance	2nd (Slightly less important than Factor 1)
Tab C	Factor 3	Organization and Technical Approach	3rd (Slightly less important than Factor 2)

Tab D	Factor 4	Utilization of Bentley BIM v8	Go / No Go
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4.0 TAB A - STANDARD FORM 1442 AND PROPOSAL DATA SHEET

4.1. Submit the SF 1442, completed and signed by a person authorized by the Offeror. Include the completed proposal data sheet (See attachment 1, provided at the end of this Section).

5.0 TAB B – FACTOR 1 - SPECIALIZED EXPERIENCE

5.1. SUBMISSION REQUIREMENTS

5.1.1. The prime contractor and the design firm(s) (or prime contractor if design is to be self-performed) shall each demonstrate recent, relevant experience on similar projects, using Construction – Specialized Experience form – (Attachment 2), and Designer – Specialized Experience Form – (Attachment 3) at the end of the section. Offerors may identify state and local government and private contracts that are similar to the Government’s requirements. If the offeror is a joint venture, each firm shall provide information, demonstrating experience relevant to their role on this project. Submit projects selected from those discussed in the experience narrative that are currently well underway (designed and at least 50% construction progress completed) or completed and turned over no longer than five (5) years preceding the date of this Solicitation. If any firm has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer or by the team member. Design firms may list prime contractors they have worked for or government, private or commercial customers. The offeror shall select the design firm(s). If projects were design-build, so identify them. Both the prime contractor and the design firm(s) shall each submit no more than five (5) projects for each of the facility types or their equivalent or similar commercial or institutional type:

- Fire Station

5.1.2. The offeror may provide a supplemental narrative (not project lists), not to exceed two pages, explaining how any corporate experience that is not directly related to the specific projects above is applicable to this project and how the Government will benefit.

5.1.2.1. The offeror should describe any previous teaming experience between current team members, if not described in the project list. Describe team members’ experience on LEED projects, if not included on the project list. Offeror may describe design-build experience on other type projects. The above information is limited to projects that are well underway or that have been completed and turned over no longer than the past five years preceding the date of this solicitation.

5.2. EVALUATION CRITERIA:

5.2.1. The Government will evaluate the extent of recent, related experience of the prime contractor and design firms in design, construction or design-build, as relevant to their role on this project. If the design will be accomplished in-house, rather than by subcontract, then the design element of specialized experience will still be evaluated, realizing that the work is being done in-house. Experience on the similar projects identified in the

project lists will receive more consideration than experience provided in the supplemental narrative. The Government may place greater importance on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy considerations. Federal Government project experience will not be rated inherently more important than non-Federal Government project experience.

5.2.2. The Offeror must submit the requested information to demonstrate a record of recent, related experience in both design and construction, for the facility types (which may include similar state or local government or private counterparts) included in this contract, as described in Section 00 22 10. Recent experience includes projects well underway (see above criteria) or those completed and turned over within five (5) years of the proposal issue date for this RFP for design or construction experience. Joint Venture partners should each demonstrate experience commensurate with their role on this project or explain in the supplemental narrative how their experience qualifies them for their role on this project.

5.2.3. The Government reserves the right to verify the experience record of cited projects or other recent projects by reviewing the Corps of Engineers Construction Contractor (or Architect-Engineer) Appraisal Support System (CCASS/ACASS), other DOD or Government appraisal systems or to interview owners or references. The Government may check any or all cited references to verify supplied information.

5.2.4. To receive credit for extent (amount) of experience, the Offeror and its proposed design firm(s) shall demonstrate a history of recent, relevant experience. A firm will not receive credit under this factor for the relevant experience of key personnel proposed for this project.

5.2.5. The Government will consider extent of recent experience, degree of relationship of such experience to this project, demonstrated familiarity with applicable codes and local conditions. Some examples of relevancy to this project may include, but not be limited to:

- (1) Number, size, type work, complexity, location
- (2) Dates (well under way or completed no more than 5 years preceding date of Solicitation)
- (3) Firm's role and extent of work self-performed (brokering out all work and simply "pouring the sidewalks" on a cited project are examples of less relevant experience)

5.2.6. Previous design-build experience is not necessary for an acceptable rating. The Government may consider previous D-B experience a strength, even if the experience is on different type projects than this project. Similarly, the Government may consider previous recent teaming experience among the team members as value added, even if on different type design and/or construction projects than this project. The more relevant the experience, the more credit will be given.

5.2.7. The firm(s) preparing the design must demonstrate qualifications and experience in sustainable design and development and design, based on project experience on projects that have achieved US Green Building Council's LEED certification or project experience on completed Corps of Engineers design-build projects that were validated as having achieving LEED silver rating for an acceptable rating. Additional consideration will be given if both the

constructor and the design firm(s) demonstrate qualifications and experience on LEED.

6.0 TAB B – FACTOR 2 - PAST PERFORMANCE

6.1. SUBMISSION REQUIREMENTS:

6.1.1. Past performance refers to the quality of recent project experience from the owner's perspective. The Offeror and its design firm(s) (or prime contractor if design is to be self-performed) shall provide customer reference name(s), company affiliation and current phone numbers on the specific project experience sheets in TAB B. The Government will use the specific project experience sheets submitted for specialized experience in Tab B that were completed or well underway (as defined above) within five (5) years preceding the date of the solicitation. Include the performance rating by the owner on the form, if the Offeror was rated. Additional past performance examples may be submitted for consideration on any member of a Teaming Arrangement that will perform a major or critical aspect of the project. Projects cited shall be currently well underway (fully designed and at least 50% construction progress completed) or construction substantially completed within five (5) years preceding the date of this solicitation. If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit or team member submitting the offer. The Government may contact and interview the points of contact and reserves the right to interview other individuals acting for the listed reference, if the listed reference is not available. See the Interview form at the end of this Section (attachment 4). The team members may also briefly provide information on problems encountered on identified contracts and the team member's corrective action.

6.2. EVALUATION CRITERIA:

6.2.1. The Government will perform a risk assessment, considering the degree of success of the D-B team's recent (well under way or turned over no longer than 5 years preceding the date of this solicitation), relevant past performance. See explanation of "well underway" and relevancy under the Factor "Specialized Experience". The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor performance. If any firm has multiple functions or divisions, The Government will only evaluate past performance of the division or unit submitting the offer or by the team member. Owners/references may be asked to comment on items such as quality of design or construction, timeliness, management of the work subcontractor management, including timely payment to subs or suppliers, safety, relations between owner and designer or contractor, level of support for such things as as-built documentation, O&M manuals, training, correcting design or construction errors, warranty work, etc. (see the interview form at attachment 4). The Government will target areas covered in the requirements of this proposal including records of conforming to quality, schedule, cost control, customer satisfaction, level of support for such things as as-built documentation, O&M manuals, training, problem resolution for design or construction errors, warranty work, and safety. The Government will not release the Interview Forms to the Offeror at any time, in order for the Government to solicit candid, unbiased interview comments. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation, for example, but not limited to telephone interviews with points of contact identified in the proposal, CCASS/ACASS or other agency performance databases, offeror furnished references, or personal knowledge. The Government also places a higher value on

projects, which provided particularly difficult or unique challenges and the innovative methods the contractor used to resolve problems successfully. The Government's evaluation is not limited to past performance information on the cited example projects.

6.2.2. Each entity (firm) will be rated on its own performance or that of its predecessor, if relevant. An entity may not establish past performance based on the past performance of its proposed key personnel, apart from that of the entity. If the Government does not obtain past performance information for the projects identified by the offeror and cannot establish a past performance record for the offeror through other sources, past performance will be rated neither favorably nor unfavorably. The performance risk will be considered "unknown".

7.0 TAB C – FACTOR 3 - ORGANIZATION AND TECHNICAL APPROACH

7.1. SUBMISSION REQUIREMENTS:

7.1.1. Provide information that describes the offeror's organization and intended technical approach to executing the design-build contract per the detailed requirements herein. Limit the information to fifteen pages or less clearly but concisely describe the organizational and technical approach to project management and execution. The fifteen page limit does not include resumes submitted for key personnel, below.

7.1.2. Organization: Describe what firms, their resources and how their resources will be utilized, their roles and responsibilities and any contractual arrangements that have been established. Clearly describe any teaming or joint venture arrangements, including a clear description of each firm's roles and responsibilities on the project. The Offeror shall document unequivocal teaming arrangements with its design firms(s) via letter of commitment (see attachment 7). A copy of the teaming or joint venture agreement(s) may be appended to the plan (not included in the page limitation). Include a simple organizational chart, illustrating the organization, including the proposed quality control group(s). Present a matrix of responsibilities for each firm in executing the key work breakdown structure activities of the project, including design and construction activities for each major feature (i.e., site work, utilities and each building). Identify the design firm(s) chosen for the project, if not to be self-performed. Phase 2 offerors will be required to identify the specific firms chosen for mechanical and electrical installation. Describe proposed management structure for the team, describing the how the design and construction process will be managed and the authorities and the delegations of authority within the team Include a key personnel organization chart that clearly depicts the key positions and the names of the personnel, their firm affiliations and their job locations, their job/position title within the organization. The key personnel organization chart shall be consistent with the corporate organization chart, with the matrix of responsibilities assigned to the D-B team firms, and with the list of key personnel to be provided under the Tab, "Key Personnel".

7.1.3. Technical Approach for Design and Construction: Describe the technical approach to design and construction of these facilities. Include any considerations of fast-tracking design and construction, panelized construction, pre-engineered components or buildings, factory built modules or assemblies, tilt-up, pre-cast parts, standard designs stick-built framing, etc. The Government is looking for ways to streamline construction, manage labor and other resource constraints in an effort to reduce costs and achieve an aggressive schedule. In Phase 2, the offeror will describe its design packaging plan for fast-tracking in how it lays out the proposed schedule and

contract duration. That level of detail is not necessary in Phase 1.

7.1.4. Collaborative Approach for Design-Build: Describe interactions within the team and with the Corps of Engineers during the design. Discuss how the configuration management system will track and control design evolution and changes during design for quality control and to facilitate quicker Government reviews. Describe the role of the construction team members during design. Describe the type of Building Information Modeling (BIM) system to be used on the project and how the team intends to develop and use the BIM system and associated facility data that is fully compatible with Bentley BIM file format and the USACE Bentley BIM v8 Workspace. Describe the role and interaction of the design team with the construction team during construction, addressing, as a minimum, maintaining configuration management of the design during construction, including control and approval of revisions to the accepted design; requests for information; shop drawing and submittal reviews and approvals; progress meetings; site visits, if any; contract completion, closeout, as-built and completion documentation.

7.1.5. Planning and Scheduling: Describe the time control capabilities and systems to be used to plan design and construction and how the schedule will be used to manage design and construction. Discuss internal procedures for handling delays to minimize time growth or schedule creep. In Phase 2, the offeror will develop a summary schedule. In Phase 1, the Government is interested in the offeror's planning and scheduling capabilities.

7.1.6. Self-Performed Work: Generally describe the items the offeror will self-perform to comply with the requirements in Section 00 73 00, Para 1.4.

7.1.7. Quality Control: Describe the team's quality control approach, corporate systems and capabilities to maintain quality control of the design and construction. Describe the proposed quality control organization, including the proposed staffing plan. Provide specific information on how you will manage design quality control, track design evolution and changes during design to meet the schedule and to facilitate quicker Government reviews. Provide information on how you will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, site visits, contract completion, closeout, as-built, and completion documentation. In addition to the required designer-of-record roles specified within the RFP for maintaining integrity of the design, describe any other DOR involvement in the quality control process, if any. There is no need to submit a quality control plan as the successful offeror will provide that after award.

7.2. EVALUATION CRITERIA:

7.2.1. The Government will evaluate the strengths, weaknesses and any deficiencies in the organization and technical approach. The Government will evaluate the firm's understanding of D-B and the capability to execute the project. Some additional specific evaluation considerations are listed below. This list is not all-inclusive.

7.2.2. The Government will evaluate clarity and strength of the overall organization, the structure and staffing to execute the entire scope of work. The Offeror is required to select and commit to design firms to achieve an "acceptable" rating. Joint venture participant's contribution to the organization should be commensurate with their skills and background.

7.2.3. Technical Approach for Design and Construction: The Government places a higher value on an offer that provides proposed methods to streamline construction, manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule, including such things as fast-tracking, using factory built modules or assemblies, panelization, pre-cast, tilt-up, standard designs, etc. The Government will also consider whether the approach reduces on-site craft labor and susceptibility to inclement weather delays.

7.2.4. Collaborative Approach for Design-Build: The use of 3-dimensional (3D) Building Information Model (BIM) technology in the design process is a requirement. All submitted BIM Models and associated facility data shall be fully compatible with Bentley BIM file format and the USACE Bentley BIM v8 Workspace. The Government will evaluate the integration of the design and construction firms and the staff during design and construction. The constructor must be actively involved in the design process, not just leaving it up to the designer (see Special Contract Requirement (SCR: “Constructor’s role during Design”). The offeror must have an effective configuration management system to control and track revisions to the design. The Government will evaluate the offeror’s understanding of the design process and the roles of the designers of record and the Government reviewers. The Government will evaluate the role of the designer in maintaining design integrity throughout the process, including its key roles during construction. The Government places greater value in collaborative development of the Building Information Model as early as possible during the design and construction process. Additional consideration will be given to a team that includes as many subcontractors as possible (e.g., the key subs for electrical and mechanical, the fire protection subcontractor, fabricators, etc.) during design development, prior to release of the applicable design packages for construction, so that systems and trade coordination can reduce interferences, increase constructability and speed up construction operations.

7.2.5. Planning and Scheduling: The Government will evaluate the offeror’s scheduling capabilities to manage an integrated fast track design-build schedule. Additional consideration will be given for teams that provide 4-D Schedule modeling with demonstrated experience in BIM.

7.2.6. Self-Performed Work: The Government will evaluate the Contractor’s resources to determine if it has the capability to self-perform the required amount of the project, in accordance with public policy to assure adequate interest in and supervision of all work. These requirements are outlined in Section 00 73 00.

7.2.7. Quality Control: The Government will evaluate the offeror’s capabilities and understanding of the contractually required quality control processes for both design and construction. The Government places value upon continued participation by the designers of record during the construction quality control process. The Government will evaluate the adequacy of the staffing plan to cover all required tasks and responsibilities.

8.0 TAB D – FACTOR 4 – UTILIZATION OF BENTLEY BIM V8

8.1. SUBMISSION REQUIREMENTS

Provide information that describes the offeror’s ability to utilize Bentley BIM v8, to include experience and number of qualified users. Limit the information to 2 pages or less.

8.2 EVALUATION CRITERIA:

8.2.1. This Factor will be evaluated as a Go / No Go factor. Offerors who have the ability and the experience to utilize Bentley BIM v8 will receive a rating of Go. The Offerors who do not have the capability or experience to utilize Bentley BIM v8 will receive a No Go rating and will be eliminated from the competition.

9.0 PHASE 1 EVALUATION PROCEDURES

9.1. SOURCE SELECTION EVALUATION BOARD (SSEB)

9.1.1. The SSEB will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal, proposal corrections and any information obtained from other sources, e.g. past performance information. The SSEB will not consider any proposal incorporated by reference, except as expressly allowed by this solicitation.

9.2. EVALUATION

9.2.1. The SSEB will evaluate the proposals and assign a consensus rating for each evaluation factor and sub-factor. Offerors are cautioned to put forth their best efforts for the Phase 1 submission, and to furnish all information clearly to allow the Government to determine their performance capability. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it in response to Phase 1.

9.2.2. The Government reserves the right to allow proposal corrections, if deemed necessary to determine the most highly qualified offerors to select for Phase 2.

9.2.3. The Source Selection Authority, independently exercising prudent business judgment, will select up to three of the most highly qualified offerors to compete during Phase 2.

9.3. DEFINITIONS

9.3.1. Deficiency

A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

9.3.2. Weakness

A flaw in the proposal that increases the risk of unsuccessful contract performance.

9.3.3. Significant Weakness

A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

9.3.4. Strength

Any aspect of a proposal that, when judged against a stated evaluation criterion enhances the merit of the proposal or increases the probability of successful performance of the contract.

9.3.5. Significant Strength

A significant strength appreciably enhances the merit of a proposal or appreciably enhances the probability of successful contract performance.

9.3.6. Deviation

Proposal implies or specifically offers a deviation below the specified criteria. The offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.

9.4. EVALUATION AND RATING SYSTEM

9.4.1. General: The Government will review the proposals and rate the quality of each evaluation factor. The SSEB will rate each proposal against the specified evaluation criteria in the Solicitation requirements. They will not compare proposals at this time. After all proposals are rated, the Government will compare the ratings and relative advantages and disadvantages of proposals against each other in order to determine which Offerors are the most highly qualified under Phase 1 to select for participation in Phase 2.

9.4.2. Review Write-up: The Government will support each rating with a narrative, separately listing all strengths or advantages, weaknesses or disadvantages, deficiencies, and required clarifications.

9.4.3. Rating System: After listing proposal strengths, weaknesses and deficiencies, the SSEB will assign an adjective rating of "Excellent", "Good", "Acceptable", "Marginal", "Susceptible to Being Made Acceptable", or "Unacceptable" to each factor and sub-factor (except those factors rated as GO/NO-GO), which reflect the Government's confidence in each offeror's technical ability, as demonstrated in its proposal, to perform the requirements stated in the RFP. The adjectival ratings shall be assigned, using the following criteria, which incorporate a proposal risk assessment:

9.4.3.1. Excellent: Proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous advantageous characteristics of substance, and essentially no disadvantages, which can be expected to result in outstanding performance. The risk of unsuccessful performance is very low as the proposal solutions which are unquestionably feasible and practical. These solutions are further considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a clear understanding of the requirements. Risk level: Very Low

9.4.3.2. Good: Proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This sound approach includes advantageous characteristics of substance, and few relatively minor disadvantages, which collectively can be expected to result in satisfactory performance. The risk of unsuccessful performance is

low as the proposal contains solutions which are considered feasible and practical. These solutions are further considered to be low risk in that they are clear and precise, supported, and demonstrate an understanding of the requirements. Risk level: Low.

9.4.3.3. Acceptable: Proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach includes both advantageous and disadvantageous characteristics of substance, where the advantages are not outweighed by the disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The risk of unsuccessful performance is moderate, as the proposal solutions are generally feasible and practical. These solutions are further considered to reflect moderate risk in that they are somewhat clear and precise, partially supported, and demonstrate a general understanding of the requirements. Risk Level: Moderate.

9.4.3.4. Marginal: The proposal demonstrates an approach which may not be capable of meeting all requirements and objectives. The approach has disadvantages of substance and advantages, if they exist, are outweighed by the disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance. The risk of unsuccessful performance is high as the proposal contains solutions which may not be expected to be feasible and practical. These solutions are further considered to reflect high risk in that they lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements. Risk Level: High

9.4.3.5. Susceptible to Being Made Acceptable. Proposal demonstrates an approach which, as initially proposed, cannot be rated marginal because of error(s), omission(s) or deficiency(ies), which are capable of being corrected without a major rewrite or revision of the proposal. These solutions are further considered to reflect high to very high risk in that they lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements. Risk Level: High to Very High.

9.4.3.6. Unacceptable. The proposal demonstrates an approach which, based on a very high risk, will very likely not be capable of meeting all requirements and objectives. This approach has numerous disadvantages of substance, and advantages, if they exist, are far outweighed by disadvantages. Collectively, the advantages and disadvantages will not result in satisfactory performance. The risk of unsuccessful performance is very high as the proposal contains solutions which are not feasible and practical. The solutions are further considered to be very high risk in that they lack any clarity or precision, are unsupported, and do not demonstrate an understanding of the requirement. Risk Level: Very High.

9.5. PAST PERFORMANCE RISK RATINGS

9.5.1. Risk ratings shall be done for each Past Performance factor. Past Performance Risk Ratings assess the risks associated with each offeror's likelihood of success in performing the requirements stated in the RFP based on the offeror's demonstrated performance on recent contracts. SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an offeror's past performance, provided such information is consistent with the established evaluation criteria of the RFP. Offerors that have no relevant performance record will be given a neutral/unknown risk rating for these factors:

9.5.1.1. Unknown Risk: Offeror has little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

9.5.1.2. Low Risk: Little doubt exists, based upon the Offeror's performance record, that the Offeror can perform the proposed effort.

9.5.1.3. Moderate Risk: Some doubt exists, based on the Offeror's performance record, that the Offeror can successfully perform the proposed effort.

9.5.1.4. High Risk: Significant doubt exists, based on the Offeror's performance record, that the Offeror can successfully perform the proposed effort.

PHASE ONE - TAB A
PROPOSAL DATA SHEET
SECTION 00 22 10 - ATTACHMENT 1

1. Name of Solicitation:

2. Name of Firm:

Address:

Phone:

Fax:

E-mail:

DUNS # (used for accessing the Construction Contractor Appraisal Support System (CCASS) or A-E Contractor Administration Support System (ACASS) Database)

Also provide any other assigned number that identifies the member firm(s) in the ACASS or CCASS databases. If a separate DUNS has been created for a joint venture (J-V) it must also be submitted. Provide a DUNS number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Firm 2:

Firm 3:

Nature of Association:

3. AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

COMPANY SPECIALIZED EXPERIENCE - CONSTRUCTION OR PRIME CONTRACTOR
SECTION 00 22 10 - ATTACHMENT 2

Provide the following information to show examples of projects your company constructed within the last five years indicating experience with projects of similar type and scope. Use one form per project.

- (a) Type of Facility Represented _____
- (b) Your Firm's Name _____
- (c) Name of Project _____
- (d) Location of Project _____
- (e) Owner _____
- (f) General Scope of Construction Project _____

- (g) Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed :

- (h) Construction Cost _____
- (i) Extent and Type of Work You Subcontracted Out _____

- (j) Dates Construction: Began _____ Completed _____
- (k) Your Performance Evaluation by Owner, if known _____

- (l) Were You Terminated or Assessed Liquidated Damages? _____
(If either is "Yes", attach an Explanation)
- (m) Owner's Point of Contact for Reference (Name and Company) _____

(n) Current Telephone Number of Reference POC _____

COMPANY SPECIALIZED EXPERIENCE - DESIGN FIRM OR IN-HOUSE DESIGN CAPABILITY
SECTION 00 22 10 - ATTACHMENT 3

Provide the following information to show examples of projects your company constructed within the last five years indicating experience with projects of similar type and scope. Use one form per project.

(a) Type of Facility Represented _____

(b) Your Firm's Name _____

(c) Name of Project _____

(d) Location of Project _____

(e) Owner _____

(f) General Scope of Construction Project _____

(g) Summary of Your Role in Design of this Project, including implementing LEED

(h) Identify Estimated ("E") or Actual ("A") Construction Cost _____

(i) Extent and Type of Work You Subcontracted _____

(j) Dates Design: Began _____ Completed _____

(k) Dates Construction: Began _____ Completed _____

(l) Your Performance Evaluation, if known _____

Were You Terminated or Assessed Liquidated Damages? _____

(If either is "Yes", attach an Explanation)

(m) Owner's Point of Contact for Reference (Name and Company) _____

(n) Current Telephone Number of Reference POC _____

PAST PERFORMANCE EVALUATION TELEPHONE INTERVIEW QUESTIONNAIRE

SECTION 00 22 10 - ATTACHMENT 4

1. Contractor/Name & Address (City and State):

2. Type of Contract: Fixed Price _____ Cost Reimbursement _____

Other (Specify) _____

3. Title of Project/Contract Number:

4. Description of Work:

5. Complexity of Work: High _____ Mid _____ Routine _____

6. Location of Work: _____

7. Date of Award: _____

8. Status: Active _____ (Please provide percent complete)

Complete _____ (Please provide completion date)

9. Name and telephone number of Owner's Technical Representative:

QUALITY OF PRODUCT/SERVICE:

10. Please evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent	
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Good	
Satisfactory	
Marginal	
Unsatisfactory	

Remarks:

11. To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner?

Excellent	
Good	
Satisfactory	
Marginal	
Unsatisfactory	

Remarks:

12. To what extent was the contractor able to solve contract performance problems without extensive guidance from Owner counterparts?

Excellent	
Good	
Satisfactory	
Marginal	
Unsatisfactory	

Remarks:

13. How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Excellent	
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Good	
Satisfactory	
Marginal	
Unsatisfactory	

Remarks:

CUSTOMER SATISFACTION:

14. To what extent were the end users satisfied with:

	Quality?	Cost?	Schedule?
Exceptionally Satisfied			
Highly Satisfied			
Satisfied			
Somewhat Dissatisfied			

Highly Dissatisfied			

Remarks:

TIMELINESS OF PERFORMANCE:

15. To what extent did the contractor meet the required schedules?

Completed Substantially Ahead of Schedule	
Completed on Schedule with no Time Delays	
Completed on Schedule with Minor Delays Under Extenuating Circumstances	
Experienced Significant Delays without Justification	

16. Did the contractor obey safety guidelines? Yes _____ No _____ Not Sure _____

17. Did the contractor have any safety violations during performance of the project?

Yes _____ No _____ Not Sure _____

18. Were the cost of the project exceeded due to the contractor? Yes _____ No _____ Not sure _____

Remarks:

19. If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

OTHER REMARKS:

20. Please use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Owner's interest, project awards received, etc.

END OF TELEPHONE QUESTIONNAIRE

LETTER OF COMMITMENT FOR DESIGN FIRM

(USE COMPANY LETTERHEAD)

SECTION 00 22 10 - ATTACHMENT 7

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for _____

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Proposer), that (insert name of design firm) will fulfill the duties of (state role on a project)

Sincerely, (Authorized Official)

Date: _____

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

(2) The small business size standard is ---\$31,000,000.00---

(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 (c) 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 (b) 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 (c) applies.

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

(c) 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 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)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

- ___ 50 or fewer ___ \$1 million or less
- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
29.8%	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 **Georgia, Liberty County, Ft Stewart, GA.**

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary,

the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

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

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

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

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

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

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

(i) Means—

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

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

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

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

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

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

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

(v) Sensitive Compartmented Information (SCI).

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

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

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

Name and Address of Offeror

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

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

Section 00 72 00 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	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
52.204-7	Central Contractor Registration	JUL 2006
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
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
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
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	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
52.222-32	Davis-Bacon Act--Price Adjustment (Actual Method)	DEC 2001
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
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
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
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997

52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
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
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
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
252.236-7007	Additive or Deductive Items	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **540 days*** The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

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 **listed in the Phase 2 RFP** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Information other than cost and pricing data which will be used to evaluate the proposed costs for fairness and reasonableness will be limited to the information submitted in the Offerors proposal as required by the solicitation instructions.

(End of clause

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the [Department of the Army, Engineering and Support Center, Huntsville](#) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the [Department of the Army, Engineering and Support Center, Huntsville](#) Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the [Department of the Army, Engineering and Support Center, Huntsville](#).

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

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

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

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

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

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

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

(2) The insert name of SBA's contractor will notify the [Department of the Army, Engineering and Support Center, Huntsville](#) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(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.

(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 exercise date specified in the contract for 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/sizestandardstopics/>.

(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 they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, 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 .

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

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

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

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

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

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

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

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

(End of clause4)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....
Domestic construction material...

Item 2

Foreign construction material.... ..
 Domestic construction material... ..

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

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

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
(AUG 2007)

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

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

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East

Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

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

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

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

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

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

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

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

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

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

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **None**

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$1,000,000.00, whichever is less.-

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

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

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _____. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2003) ALTERNATE I (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
 - (ii) Costs incurred by subcontractors or suppliers.
 - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
 - (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
 - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither
- (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
 - (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
 - (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
 - (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress

payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall -

(i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
- (l) Due date. The designated payment office will make progress payments on the **Error! Reference source not found.** day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

- (a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These

additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$ 4,800,000.00

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

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

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

“Registered in the CCR database” means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

- (2) The Contractor's CAGE code is in the CCR database; and

- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and Zip Code.

- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
- (1)
- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

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

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

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

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

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term

"United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the Department of Army, Engineering and Support Center, Huntsville. Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: To be determined at the time of contract award

(End of clause)

Section 00 73 00 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS
SPECIAL CONTRACT REQUIREMENTS

SECTION 00 73 00 (ID/IQ)

REV 1.0 - 15 AUG 2007

SPECIAL CONTRACT REQUIREMENTS

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1.23 INDEFINITE-DELIVERY CONTRACTS – NOT USED

1.24 TASK ORDER CONTRACT AND DELIVERY ORDER CONTRACT OMBUDSMAN – NOT USED

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2.0 PRODUCTS NOT USED

3.0 EXECUTION NOT USED

1.0 GENERAL

1.1. REFERENCES - NOT USED

1.2. DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 97)

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

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

(1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

(2) The provisions of the solicitations. (See also contract Clause: 52.236- 21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

1.3. PROPOSED BETTERMENTS (AUG 97)

(c) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.

(d) "Betterment" is defined as any component or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all betterments identified in the proposal and/or all Government identified betterments.

1.4. SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06)

(a) The following describes the applicable clause or requirement for self-performance of work by the Contractor, depending upon the type of solicitation (e.g., unrestricted or full or partial set-aside) and/or whether or not a price evaluation preference was provided for in the source selection evaluation.

(b) Contract Clause 52.219-14, LIMITATIONS ON SUBCONTRACTING, is the applicable requirement for awards to small business concerns for solicitations that were fully or partially set-aside for Small Business, 8(a), or award to a small disadvantaged business (SDB) concern on an unrestricted procurement where an SDB concern has

claimed a price evaluation preference (but see next paragraph for suspension of the SDB price preference).

1.5. PARTNERING (AUG 97)

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, Savannah, GA, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

1.6. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)

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

1.7. RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)

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

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

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

these services furnished under this contract.

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

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

1.8. WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)

(a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN.

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

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

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

1.9. CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)

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

1.10. VALUE ENGINEERING AFTER AWARD (JUNE 99)

(a) In reference to Contract Clause 52.248-3, VALUE ENGINEERING - CONSTRUCTION, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were

evaluated in competition with other offerors for award of this contract.

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

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

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

1.11. DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)

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

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

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

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

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

1.12. GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)

This is to clarify that contract clause 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS, refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

1.13. GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)

This is to clarify that contract clause 252.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, refers to any specifications and drawings furnished in the Request for Proposal (RFP). The term “specifications” refers to the design criteria or scope of work, in addition to any attached specifications.

1.14. GOVERNMENT RE-USE OF DESIGN (MAY 06)

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

1.15. ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (MAY 06)

(a) As an incentive for maintaining satisfactory progress, The Government offers to make an interim monthly progress payment for satisfactory design and construction work in compliance with the contract, while construction operations are underway, up to turnover of the facilities to the Government. This is a second monthly progress payment, in between the regular monthly progress payment that is described in Contract Clause 52.232-5, PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.

(b) As a condition for the additional progress payment, the Contractor must maintain progress within 2% of scheduled progress and within 7 calendar days of the scheduled progress along the critical path(s) at the time of submission.

(c) All requirements of the contract clauses PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS and 52.232-25, PROMPT PAYMENT, will apply to the interim progress payment. In lieu of submitting an updated progress schedule to substantiate the amounts included in the interim progress payment, the Contracting Officer will determine what documentation is required to support an interim payment, including the required Prompt Payment Certification. For the next regular monthly progress payment following an interim payment, the Contractor shall reconcile the interim progress payment against actual progress.

1.16. US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (MAR 06)

In accordance with Contract Clause 52.236-13, ACCIDENT PREVENTION, the Contractor shall comply with the latest version of Engineer Manual 385-1-1, including any interim revisions, in effect at the time of the solicitation. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/hqhome/>. At the HQ homepage, select HQ Offices, scroll to Safety & Occ. Health; at the Safety and Occupational Health Home page, select EM 385-1-1,

then most recent dated edition & changes, English Version (controlling with changes), then Changes to EM 385-1-1.

1.17. SUPPLEMENTAL PRICE BREAKDOWN INFORMATION:

After contract award, the Government will require the Contractor to provide a cost breakdown of the facility by square foot, including major building systems to the five-foot line, for programming validation purposes. There will be no separate payment for this information and the Contractor shall include it in the contract price. The Government will provide a format with the directive IN Phase 2.

1.18. COORDINATION WITH OTHER CONTRACTORS

The contract may be executed on site with multiple contractors. Minimize interference and inconvenience through cooperation with other authorized contractors. See Contract Clause 52.236-8, Other Contracts.

1.19. CONTRACTOR PERFORMANCE EVALUATION

In accordance with the provisions of Subpart 36.201 (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts awarded at or above \$100,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Construction Contractor Appraisal Support System (CCASS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CCASS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately \$110 - \$125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: <http://www.cpars.navy.mil/>. If the Contractor wishes to participate in the performance evaluation process, access to CCASS and PKI certification is the sole responsibility of the Contractor.

1.20. NOTICE TO PROCEED

Proof of insurance must be provided within 10 calendar days of contract award. Performance and payment bonds must be provided within 10 calendar days of the contractor's receipt of the Contract Award. A Notice to Proceed will not be issued until the Government is in receipt of proof of insurance and acceptable performance and payment bonds.

1.21. BONDING REQUIREMENTS

Performance and payment bonds will be required for this project, the Contractor will be required to provide a performance and a payment bond each in the amount of 100% of the Contract Award Price.

1.22. SCHEDULES, PLANS, AND SUBMITTALS REQUIRED BY THE TECHNICAL SPECIFICATIONS

The Contractor will be required to provide the schedule, plans, and submittals required by the Technical Specifications on a Task Order basis, unless otherwise directed by the Contracting Officer.

1.23. INDEFINITE-DELIVERY CONTRACTS: Not Used

1.24. TASK ORDER CONTRACT AND DELIVERY ORDER CONTRACT OMBUDSMAN: Not Used

1.25. RESIDENT MANAGEMENT SYSTEM

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of the task orders issued against the ID/IQ contracts. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the task order period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site: <http://www.rmssupport.com/qcs/default.aspx>. The user id is sysdba and the password is masterkey. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas: Administration, Finances, Quality Control, Submittal Monitoring, Scheduling, Import/Export of Data.

2.0 PRODUCTS NOT USED

3.0 EXECUTION NOT USED