

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N62583-08-R-0091-0008	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 23-Jul-2009	PAGE OF PAGES 1 OF 51
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. N62583-09-D-0132	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE N62583 NAVAL FACILITIES ENGINEERING COMMAND SPECIALTY CENTER ACQUISITIONS NAVFAC CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD BLDG 850 PORT HUENEME CA 93043-4347 TEL: FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME <div style="background-color: black; width: 100px; height: 15px;"></div>	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 805-982-2479		
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 <i>(Title, identifying no., date):</i> INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC) FOR PETROLEUM, OILS, AND LUBRICANTS (POL) FUEL SYSTEMS AT VARIOUS LOCATIONS, WORLDWIDE The work to be acquired under this solicitation is for engineering, inspection and construction services in support of the Naval Facilities Engineering Services Center (NFESC) POL Branch in the execution of Sustainment, Restoration, and Modernization (SRM) and related projects at Department of Defense facilities. The work to be performed includes services for the design, engineering, inspection, testing, and construction of POL fuel systems and its various components. These services will include all aspects of project execution from inception through final closeout. The cut-off date for receipt of questions regarding this solicitation is five calendar days prior to the date for receipt of proposals. Maximum contract value, cumulative, is \$350,000,000.00 Task Order range is \$50,000.00 to \$4,000,000.00 Minimum guarantee is \$15,000.00 This is a construction contract - Net 14 days for payment (FAR 52.232-27) Current Master Format, found at http://www.csinet.org apply and is incorporated by reference. Specific applicable sections will be specified on an individual task order basis.				
11. The Contractor shall begin performance within <u>1</u> calendar days and complete it within <u>365</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Task Order _____.)</i>				
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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO			12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>04:00 PM</u> <i>(hour)</i> local time <u>05 Jan 2009</u> <i>(date)</i> . 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 <input type="checkbox"/> is, <input checked="" type="checkbox"/> 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 <u>150</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> WILLBROS GOVERNMENT SERVICES (U.S.), LLC ONZIE JONES 2087 E 71ST ST STE 101 TULSA OK 74136-5462					15. TELEPHONE NO. <i>(Include area code)</i> 713-403-8021					
16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14										
CODE 1KPK4		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 <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED: <div style="font-size: 1.5em; font-weight: bold; margin-top: 10px;">SEE SCHEDULE</div>										
22. AMOUNT \$70,000,000.00		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE S33150 DFAS CO STOCK FUND DIRECTORATE ATTN: DFAS CO BYDFB P. O. BOX 182317 COLUMBUS OH 43218-6254					
See Item 7										
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input checked="" type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. REF:					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> JANET L. HAROUCH / SUPV CONTRACT SPECIALIST TEL: 805-982-5079 EMAIL: janet.harouch@navy.mil					
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY XXXXXXXXXX				31C. AWARD DATE 23-Jul-2009	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		(b) (4)	Dollars, U.S.	(b)	\$70,000,000.00

Base Year

FFP

Provide services as identified in individual Task Orders

The nominal maximum contract value set forth in each contract to be awarded under this solicitation is phrased to meet the requirement of the information technology used by the contracting officer. The maximum contract value listed in the schedule is the cumulative amount for all contracts awarded under this solicitation, and not the maximum value of an individual contract. The total value of all orders placed under contracts awarded under this solicitation will not exceed \$350,000,000.00 notwithstanding any language in the solicitation or contract to the contrary. Refer to Section 00801 for the minimum and maximum value for task orders.

Willbros Proposal dated January 05, 2009 is incorporated by reference. Willbros approved Subcontracting Plan is provided as an attachment to this award.

FOB: Destination

 MAX
NET AMT

\$70,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		(b) (4)	Dollars, U.S.	\$(b)	\$70,000,000.00

OPTION Option Year I
FFP
Provide services as identified in individual Task Orders

The nominal maximum contract value set forth in each contract to be awarded under this solicitation is phrased to meet the requirement of the information technology used by the contracting officer. The maximum contract value listed in the schedule is the cumulative amount for all contracts awarded under this solicitation, and not the maximum value of an individual contract. The total value of all orders placed under contracts awarded under this solicitation will not exceed \$350,000,000.00 notwithstanding any language in the solicitation or contract to the contrary. Refer to Section 00801 for the minimum and maximum value for task orders.

FOB: Destination

MAX
NET AMT

\$70,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		(b) (4)	Dollars, U.S.	\$	\$70,000,000.00

OPTION Option Year II
 FFP
 Provide services as identified in individual Task Orders

The nominal maximum contract value set forth in each contract to be awarded under this solicitation is phrased to meet the requirement of the information technology used by the contracting officer. The maximum contract value listed in the schedule is the cumulative amount for all contracts awarded under this solicitation, and not the maximum value of an individual contract. The total value of all orders placed under contracts awarded under this solicitation will not exceed \$350,000,000.00 notwithstanding any language in the solicitation or contract to the contrary. Refer to Section 00801 for the minimum and maximum value for task orders.

FOB: Destination

MAX NET AMT	\$70,000,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004			Dollars, U.S.	\$(b)	\$70,000,000.00

OPTION Option Year III
 FFP
 Provide services as identified in individual Task Orders

The nominal maximum contract value set forth in each contract to be awarded under this solicitation is phrased to meet the requirement of the information technology used by the contracting officer. The maximum contract value listed in the schedule is the cumulative amount for all contracts awarded under this solicitation, and not the maximum value of an individual contract. The total value of all orders placed under contracts awarded under this solicitation will not exceed \$350,000,000.00 notwithstanding any language in the solicitation or contract to the contrary. Refer to Section 00801 for the minimum and maximum value for task orders.

FOB: Destination

MAX NET AMT	\$70,000,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		(b) (4)	Dollars, U.S.	\$	\$70,000,000.00

OPTION Option Year IV
 FFP
 Provide services as identified in individual Task Orders

The nominal maximum contract value set forth in each contract to be awarded under this solicitation is phrased to meet the requirement of the information technology used by the contracting officer. The maximum contract value listed in the schedule is the cumulative amount for all contracts awarded under this solicitation, and not the maximum value of an individual contract. The total value of all orders placed under contracts awarded under this solicitation will not exceed \$350,000,000.00 notwithstanding any language in the solicitation or contract to the contrary. Refer to Section 00801 for the minimum and maximum value for task orders.

FOB: Destination

MAX	\$70,000,000.00
NET AMT	

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
25,000.00		350,000,000.00	

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
50,000.00	\$50,000.00	4,000,000.00	\$4,000,000.00

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 23-JUL-2009 TO 22-JUL-2010	N/A	N/A FOB: Destination
0002	POP 23-JUL-2010 TO 22-JUL-2011	N/A	N/A FOB: Destination
0003	POP 23-JUL-2011 TO 22-JUL-2012	N/A	N/A FOB: Destination
0004	POP 23-JUL-2012 TO 22-JUL-2013	N/A	N/A FOB: Destination
0005	POP 23-JUL-2013 TO 22-JUL-2014	N/A	N/A FOB: Destination

Section 00100 - Bidding Schedule/Instructions to Bidders

STATEMENT OF WORK**Services Required:**

The work to be acquired under this contract is to access and repair various Petroleum, Oil and Lubricant (POL) facilities and systems at various locations world wide. The work will be in support of the Naval Facilities Engineering Services Center (NFESC) POL Branch in the execution of Sustainment, Restoration and Modernization (SRM) and related projects at Department of Defense Facilities.

In addition to tasking from NAVFAC ESC, all 10 NAVFAC Field Engineering Commands (FEC) may be given ordering authority under this contract. The majority of the tasking, ceiling management and COR responsibilities will be under the control of the ESC.

In support of access and repair strategies, each offeror shall possess in-house capabilities or exclusively employ the services of Lead Architect-Engineering (A-E) Design Firm (s) (LDF) experienced in the development and coordination of projects within the scope of this contract. Offerors will be required to submit an agreement for each Lead Design Firm (LDF) proposed. The agreement shall state that the LDF will exclusively partner with the offeror on this procurement and will not participate with any other Offeror in competing for or performing on a contract to be awarded under this solicitation. All offerors proposing the same LDF(s) may be rejected as unacceptable. The offeror and the proposed LDF for the basic contract(s) will be evaluated as a team. Lead A-E Design firm(s), their subsidiaries and affiliates, that are involved at the RFP or design stage of a particular project will not be allowed to propose or be used on a task order for that project.

Key Personnel:

Key personnel is defined by two categories Core positions and Areas of Expertise. The offeror is required to provide personnel meeting the requirements defined in each section. Approved key personnel will be listed in the proposal to this RFP, additions or substitutions after award of the basic contract are subject to approval by the contracting officer and the COR.

Core Positions:

Each core position will be filled by a full-time, permanent employee. Waivers to use temporary employees may be acceptable based on the nature of the task order, but are subject to approval by the government. Request for waivers must be submitted at the time of the proposal for the task order it applies.

In most cases, it is preferable to the government that each core position be a different person, but each task order will be considered individually. Multiple people can be listed for these positions when the task warrants it, but the preference is for one person per position.

Program Manager:

The Program Manager is the primary point of contact for global issues associated with the basic contract. Their involvement in the day-to-day execution of each task order is not expected, but will be requested in the event that problems cannot be resolved via other core positions. The Program Manager shall be responsible for the content of all proposals and compliance with the requirements of the basic contract as well as quality control for all task orders.

The Program Manager must be a full time permanent employee of the prime contractor. No exceptions will be considered. The required credentials for Program Manager are:

- Minimum of an earned Bachelors of Science degree in Civil, Chemical or Mechanical Engineering.
- Minimum ten years experience in POL facilities engineering including at least five years experience in the management of engineering design, inspection, testing, and construction of POL facilities.
- Demonstrated capability to organize, plan, direct, supervise, and control all technical and management programs, which include multidisciplinary tasks and requirements, and perform fiscal and administrative functions.
- Experience in the operation of POL Systems
- Professional Engineering License is Preferred
- API 570 / 653 certification is preferred.

Deviations from these credentials will be considered on a case by case basis depending on the qualifications of the individual and task requirements.

Project Engineer:

This individual will be responsible for all technical content of the task order assigned to them. The Project Engineer is expected to engage when technical expertise beyond the skill of the site manager or project manager is required or at the request of the government for engineering evaluation of a technical issue. The Project Engineer will be expected to be on-site during project execution often enough to diagnose, investigate, and analyze any and all technical issues requested by the government. The project engineer's specific experience must match the technical content of the task order.

The required credentials for Project Engineer are:

- Minimum of an earned Bachelors of Science degree in Civil, Chemical or Mechanical Engineering
- Minimum seven years experience in POL facilities engineering, including design, inspection, testing, and construction
- Professional Engineering Registration may be required for some tasks orders
- Experience in the operation of POL Systems
- Current Knowledge of POL Specifications
- API 570 / 653 certification is preferred.
- Professional Engineering License is Preferred

Project Manager:

The project manager is responsible for status reporting, financial tracking, scheduling and all project correspondence and documentation. The project manager is expected to be the Government's primary Point of Contact for the task order assigned to them. This position and the project engineer or site manager may be filled by one person upon approval from the Government on a case by case basis.

The project manager should be a full time permanent employee of the prime contractor, exceptions will be considered on a case by case basis. The required credentials for the Project Manager are:

- Minimum five years experience in the POL Facilities industry, five years experience in managing POL construction projects
- Demonstrated ability to collect and organize project documentation and correspondence
- Knowledge of POL systems sufficient to communicate and understand technical issues
- Current Knowledge of POL Specifications
- Knowledge of Quality Control and Quality Assurance methods
- API 570 / 653 certification is preferred.

Site Manager:

The site manager is responsible for quality assurance and scope compliance for the task order they are assigned to. They will be expected to be on-site during project execution and oversee all sub-contractor and/or trades work. The site manager will be responsible for compliance with all applicable Health, Safety and Environmental regulations specific to the geographic site.

The site manager should be a full time permanent employee of the prime contractor, exceptions will be considered on a case by case basis. The required credentials for the site manager are:

- Training in engineering, construction management, or a related field
- Academic training in construction Health & Safety
- Training in construction quality control
- Sufficient practical, technical, and managerial experience
- NDE/NDT knowledge relevant to the project
- Experience in the operation of POL System
- API 570 / 653 certification is preferred.

Areas of Expertise:

Each contractor is required to provide personnel capable of providing expertise and support in all Areas of Expertise (AOE). Multiple individuals may populate any given AOE and individuals may represent in more than one area but adequate depth for the volume of work is required in each area. These positions may also be filled by individuals assigned to a core position.

Expertise is required in these areas, familiarity with the subject will not be considered adequate coverage. Individuals listed in these areas are expected to possess sufficient skill in these topics to provide technical consultation, develop solutions to problems in their area of expertise and solve complex problems in the field.

Fuel Tanks:

Fuel Tank Expertise will consist of knowledge and expertise in the following areas

- Shop and Field Fabricated Tank Construction
- AST and UST Construction
- Structural Design and Analysis of all types of Fuel Tanks
- AST and UST Operation and Maintenance
- API 650 and 653
- In and Out of Service Inspection Methods
- STI Standards
- Repair Methods for all types of Fuel Tanks
- NDT/NDE methods and technologies applicable to Fuel Tank inspection and repair
- Corrosion and Metallurgy associated with Fuel Tanks
- Design, Theory of Operation and Installation of Leak Detection and Leak Monitoring Systems

- Tank Gauging Systems
- NATO Requirements and Regulations

Piping Systems:

Piping System Expertise will consist of knowledge and expertise in the following areas

- Design and construction of fuel piping systems
- Integrity Assessment of Fuel Piping Systems
- Extensive Knowledge of the Content and Applicability of :
 - API 570
 - API 574
 - API 579
 - API 1160
 - API 1110
 - API 1130
 - ASME B31.4
 - ASME 31.3
 - ASME 31G
 - ASME Section IX
 - ASME Section V
- Hydraulic Analysis of piping systems
- In and Out of Service Piping Repair Methods
- In and Out of Service Piping Inspection Methods
- NDT/NDE methods and technologies applicable to Fuel Piping inspection and repair
- Pumping Systems
- Stress Analysis of Piping Systems
- Corrosion and Metallurgy associated with Piping Systems
- Piping Leak Detection and Leak Monitoring Systems
- ECDA
- Pigging
- Pipeline Pressure Testing
- NATO Requirements and Regulations
- International Testing and Inspection Requirements
- Marine Loading Arm Design, Installation and Maintenance

Civil Engineering:

Civil Engineering Expertise within the scope of this contract will consist of knowledge and expertise in the following areas

- Concrete Design and Construction
- Traffic, Non-traffic and Aircraft Rated Pavement Design and Construction
- Structural Design and Analysis of POL Support Facilities
- POL Containment Systems
- Stormwater Collection and Control
- Construction Site Work
- Geotechnical Analysis and Design
- Foundation Design and Construction
- Erosion Control
- Seismic Analysis

Coating:

Coating Expertise within the scope of this contract will consist of knowledge and expertise in the following areas

- SSPC (Society for Protective Coatings) certified Quality Control Supervisor (QCS)
- Applicable SSPC Documents, Standard Practices and Recommended Practices
- Applicable NACE International Documents, Standard Practices and Recommended Practices
- Applicable UFGS's
- Applicable requirements in the Code of Federal Regulations (CFR)
- Applicable requirements in the Unified Facilities Criteria (UFC 3-190-06, Protective Coatings and Paints)
- Preparation and Application Methodologies
- Material Selection and Testing
- SSPC certified Protective Coatings Specialist (PCS)
- SSPC certified Protective Coatings Inspector (PCI) or NACE International certified Level III Coatings Inspector
- Maintenance of advanced, industrial coatings systems

Cathodic Protection:

Cathodic Protection Expertise within the scope of this contract will consist of knowledge and expertise in the following areas

- NACE International certification for cathodic protection at NACE Level 4 (CP Specialist) or NACE International certification as a Corrosion Specialist
- Applicable NACE International Documents, Standard Practices and Recommended Practices
- Applicable UFGS's
- Applicable requirements in the Code of Federal Regulations (CFR)
- Applicable requirements in the Unified Facilities Criteria (UFC 3-570)
- Design of Cathodic Protection Systems
- Installation of Cathodic Protection Systems
- Inspection of Cathodic Protection Systems
- Maintenance and Repair of Cathodic Protection systems

Marine Receiving and Dispensing Fuel Facilities:

- Fuel Pier Design, Inspection and Maintenance
- Fuel Pier Structural Design and Inspection
- Fuel Pier Repair Project Engineering and Execution
- MOTEMS Requirements

Environmental Engineering:

Environmental Engineering Expertise within the scope of this contract will consist of knowledge and expertise in the following area

- Remediation Technology and Methodologies
- Clean Water Act
- Toxic Substances Control Act (TSCA)
- Resource Conservation and Recovery Act (RCRA)
- Federal, State and local permitting Policies
- Federal, State, County and Municipal Compliance Requirements at DoD Facilities

- International Environmental Guidelines

Electrical Engineering:

Environmental Engineering Expertise within the scope of this contract will consist of knowledge and expertise in the following area

- NEC Class 1 Div 1 Requirements and Applicability
- API 610 Applicability
- POL System Power Design and Operation

Fuel System Design and Operation:

The scope of this contract will require specific knowledge in the design and operation of typical Fuel systems. This knowledge and experience can be represented by multiple engineering disciplines and technical areas. It should include the following areas:

- All DoD Standard Designs and Specifications associated with POL Facilities
- Operation and design of
 - Truck Offload Facilities
 - Truck Loading Facilities
 - Aircraft Direct Fueling Systems
 - Aircraft Direct Refueling Procedures
 - Oil Water Separators
 - Filtration
 - Pumping Systems
 - Multi-Product Piping Systems
 - Fuel Quality Requirements and Monitoring Procedures and Equipment

TYPES OF PROJECTS

POL System Components:

Typical projects covered under this scope of work will include construction, repair, modification and upgrade of all components of POL Systems, including receipt, storage and issue facilities, equipment, and associated structures in a POL System. These may consist of the following:

- Piping Systems
- Storage Tanks
- Secondary Containment
- Surge Tanks
- Pumps
- Meters
- Hydrant Systems
- Vessels
- Control and Monitoring Systems
- Electrical Systems
- Fire Protection Systems
- Infrastructure utilities
- Support Structures
- Ancillary Buildings, structures, and grounds associated with fuel operations
- Marine Facilities and Equipment
 - Piers
 - Wharves

Fendering Systems
 Loading Arms
 Hoses
 Moorings
 Truck load and Off Load Stations
 Cathodic Protection systems and components

Typical Projects:

The Offerors shall provide all labor, equipment and facilities as required to perform the work as described in the individual task orders. Expected requirements of this contract shall include, but shall not be limited to, the following typical project requirements:

American Petroleum Institute 653 type Tank Inspections with Follow-On Repairs

Inspections involving POL tanks, including inspecting field and shop fabricated tanks above and below ground. Inspections will include, gathering data, identifying significant issues or efficiencies, developing the appropriate methods for their internal and external inspection, identifying required retrofits, and preparing procedures for the installation of requisite tank components such as valves, flanges, access ways, high level shut offs, fire protection systems and other retrofits. Steel Tank Institute Inspections (STI) may also be required.

Integrity Assessments including American Petroleum Institute 510 and 570 Inspections with Follow-On Repairs/Modifications

Integrity Assessments involving pipeline systems, including inspecting on-land and underwater POL pipelines and fuel piers, gathering data, identifying significant issues, developing the appropriate methods for their internal and external inspection, identifying required retrofits, and preparing procedures for the installation of requisite pipeline components such as valves, pumps, flanges, tow access, spools, valve pits, loading arms.. Preparation of Site Specific API inspection reports is required with follow on maintenance plans and development of new as-built drawings. Follow –On Repairs or Modification include; performance of pressure tests, pigging operations, leak detection and other non-destructive testing and repairs or upgrades to piping as identified in the assessments/inspections.

POL Facility Upgrade, Repair, or Modification Projects

Execution of repairs, upgrades, retrofits, and modifications to all POL facilities and supporting structures and equipment listed in section 5.3.1 as per code requirements or revised mission capabilities. Primary execution method will be design-build.

Coating of interior and exterior POL Facility components

Inspection ,assessment and installation of appropriate coating systems per standards applicable in coating UFGS.

POL Marine Structures Inspection and Follow-On Repairs/Modifications

Inspection and engineering assessments of fuel piers and associated structures and execution of repairs to fuel piers and associated structures.

Cathodic Protection Systems Surveys/Inspections and Follow-On Repairs/Modifications

Inspection, engineering assessments and installation of cathodic protection systems. Engineering assessments involve selecting appropriate materials for the environment, including consideration of corrosion, fatigue, and geotechnical phenomenon.

The above listings are not inclusive of all services required but are intended to show the range of contract requirement. Specific services shall be delineated within individual task orders.

REQUIREMENTS**Offeror Requirements**

The Offeror(s) Shall:

Provide specified services of the type described in the RFP, which meet the requirements of this contract and the individual task orders issued hereunder. The offeror(s) may be required to respond within 24 hours to an RFP or awarded task order requiring service personnel (i.e. craftsmen, technicians) or within seven (7) days to an RFP or awarded task order involving facilities and equipment.

Travel to various government activities and other locations as required by individual task orders to perform project planning, design, analysis, fabrication, inspection, installation, construction, maintenance and repair of POL systems. Travel will include selected project sites worldwide. Travel to project sites may be required as part of several tasks anticipated during the period of this contract. Travel requirements may include travel and work aboard.

Provide progress reports, financial reports, technical reports, drawings, and other plans, manuals, or documentation of a nature and frequency as specified by the contract and individual delivery orders. The Offeror(s) shall have the capability to prepare or modify documents and drawings using software that is compatible with the following: Most recent and all previous versions of AUTOCAD, MICROSOFT WORD, MICROSOFT EXCEL, MICROSOFT ACCESS, MICROSOFT POWERPOINT, MICROSOFT PROJECT, and Database, CAD, and Word processing documents related to INTERGRAPH stations.

Government Requirements

Provide definitive requirements for work as specified by individual task orders.

Provide technical clarification of task order requirements.

Provide access to Government facilities, personnel, documents, and publications considered essential to the Offerors' effort under the contract.

Conduct in-progress reviews either at the Offerors' facility or at Government facilities as necessary to monitor the Offerors' performance and provide comments and recommendations for the Offerors' use in finalizing services and deliverables.

PLACE OF PERFORMANCE

Offeror(s) shall travel to various worldwide Government activities and other locations as required by individual task orders to perform project planning, design, analysis, fabrication, inspection, construction, maintenance, testing and repair of POL facility infrastructure projects. Travel to project sites may be required as part of several tasks anticipated during the period of this contract. Program reviews may be held in Washington, DC; Alexandria, Virginia; Port Hueneme, California, or at other locations in the United States. The Offeror(s) may be required to attend program reviews as stipulated in individual task orders

SCHEDULE

Delivery schedules will be defined under individual task orders, issued hereunder

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52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(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.

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 the FAR at Subpart 32.11) 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; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a 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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

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

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

(i) Company legal business.

(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)

252.204-7004 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)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	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
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	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
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-2	Audit and Records--Negotiation	JUN 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	APR 2008
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	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
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006

52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	DEC 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
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
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
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
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
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
52.236-26	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
52.247-17	Charges	APR 1984
52.248-3	Value Engineering-Construction	SEP 2006
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
252.201-7000	Contracting Officer's Representative	DEC 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
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
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
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

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

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

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount to be specified on awarded task orders 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)

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52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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:
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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least Sixty (60) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2007)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any inspection or design work

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

- (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to subcontracts, which were evaluated and approved during negotiations.

(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):

FAR – <http://www.arnet.gov/far>

DFAR – <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Naval Criminal Investigative Service (NCIS), Code 21; Telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the index of drawings specified in individual task orders.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

(End of Clause)

5252.216-9312 MINIMUM AND MAXIMUM QUANTITIES (JUN 1994)

As referred to in paragraph (b) of FAR 52.216- 22, INDEFINITE QUANTITY clause, the contract minimum quantity is \$10,000.00. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of Clause 52.249-2 entitled, Termination for Convenience of the Government (Fixed Price) shall apply to the unordered amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for formal modification to the contract.

(End of clause)

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (JAN 1996)

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

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

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

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

The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 10 days from the date of task order award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

(End of clause)

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (NOV 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their CAGE code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	Combo
Issuing Office DODAAC	Specified on individual task orders
Admin Office DODAAC:	Specified on individual task orders
Inspector DODAAC:	Specified on individual task orders
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	Specified on individual task orders
Local Processing Office (applicable if DFAS DODAAC begins with an "N"):	Specified on individual task orders
DCAA Office DODAAC (Used on Cost Voucher's only):	Specified on individual task orders
Paying Office DODAAC:	Specified on individual task orders

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	eMail	Telephone	Role
TBD	<u>TBD</u>	TBD	Inspector
			Acceptor
			LPO

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (JUN 1994)

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

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

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

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

a. Vehicle Search. Security regulations in 36.5100(b), required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the

vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

b. Delivery Vehicles. Vehicles delivering force personnel while the driver is being processed for entry into the Limited Area. The driver and vehicle will then be escorted in the Limited Area by a Security Escort. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

(End of clause)

5252.236-9303 ACCIDENT PREVENTION (JUN 1994)

(a) In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual" as amended, and will also take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose.

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

(c) The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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

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

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

(End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

(End of clause)

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 30 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

(End of clause)

Section 00800 - Special Contract Requirements

CONTRACT REQUIREMENTSSECTION 00801Contract Type/Performance
Special Contract Requirements**1. GENERAL OVERVIEW OF MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC)**

A Multiple Award Construction (MAC) Contract is a contract awarded from a single solicitation, and may result in award to multiple contractors. This procurement consists of one solicitation with the intent to award at least three (3) and a maximum of five (5) Indefinite Delivery Indefinite Quantity (IDIQ) construction contracts to those offerors whose proposals, conforming to the RFP, are determined to be the Best Value, price and other factors considered. The Government reserves the right not to award the sample task order at the time of contract award and fund only the minimum guarantee as specified in the solicitation.

2. CONTRACT TYPE

This is a firm-fixed price, MAC IDIQ contract. The work to be performed and associated terms of performance will be defined by the Ordering Officer by means of written task orders issued to the contractor in accordance with the procedures defined herein. This contract is not for advisory and assistance services, and is not a requirements contract.

3. SET ASIDE – The Competitive Demonstration Program applies to the industry group assigned to this solicitation. This solicitation is unrestricted.

4. NAICS CODE: This is a specialty trade contract. NAICS 237120 applies with a \$31M size standard.

5. DESCRIPTION OF WORK:

The work to be acquired under this contract is for assessment and repair for various Petroleum, Oil and Lubricant (POL) facilities and system projects worldwide. The work will primarily be in support of the Naval Facilities Engineering Services Center (NFESC) POL Branch in the execution of Sustainment, Restoration and Modernization (SRM) and related projects at Department of Defense Facilities.

Work includes 1) Services including, but not limited to: problem definition, cost estimating/life cycle cost analysis, project management and quality assurance.

2) Construction services including, but not limited to: cost estimating, project management, and quality assurance.

In addition to tasking from NAVFAC ESC, all 10 NAVFAC Field Engineering Commands (FEC) may be given ordering authority under this contract. The majority of the tasking, ceiling management and COR responsibilities will be under the control of the ESC.

In support of assessment and repair strategies, each offeror shall possess in-house capabilities or exclusively employ the services of one or more lead architect-engineering (A-E) design firms (LDF) experienced in the design, development, and coordination of projects within the scope of the proposed contract. Offerors will be required to submit a written exclusivity agreement for each LDF proposed which states that the LDF will exclusively partner with the offeror on this procurement, and will not participate with any other offeror in competing for or performing

on a project to be awarded under the proposed contract. Offerors proposing the same LDFs will be rejected as unacceptable. The offeror and the proposed LDF(s) for the basic contract award will be evaluated as a team.

6. CONTRACT DURATION, LIMITS AND AMOUNTS:

- a. Term of Contract: Each of the resulting MAC contracts will be for a base year of 12 months (or less, as determined by the Contracting Officer if the maximum contract amount is ordered by the Government).
- b. Options: Each MAC contract will contain four (4), 12 month options for a total maximum duration of 60 months or estimated maximum dollar value (see para. C. below), whichever occurs first. The Government may extend the term of the contract in accordance with the contract clause entitled "Option to Extend the Term of the Contract, FAR 52.217-9" for a term of one (1) to forty-eight (48) months, by written notice to the Contractor within the performance period specific in the Schedule, provided a preliminary written notice of its intent is provided before the contract expires. The preliminary notice does not commit the Government to an extension.
- c. Amounts: The cumulative value of the MAC contracts, combined, will not exceed \$350,000.00 over the base and all four option periods.
- d. Task Order Limitations: Task Orders will range between \$50,000.00 and \$4,000,000.00. Task Orders may fall below or above this limit; however, contractors are not obligated to accept such task orders under the general terms of the contract.
- e. Minimum Guarantee: The Government makes no representation as to the number of task orders or actual amount of work to be ordered, however, during the term of the contract, a minimum of \$10,000.00 is guaranteed to each awardee, which applies to the base year only. Contractors are not guaranteed work in excess of the minimum guarantee specified herein.

7. SUBCONTRACTING PLAN:

Large business required to submit a Subcontracting Plan in accordance with FAR 19.7 shall register and comply with eSRS reporting requirements in accordance with the FAR Clauses FAR 52.219-9, and FAR 52.219-25. Please note that the subcontracting plan shall be submitted with the proposal and is a separate requirement from the proposal submission requirements for Factor – 4 which apply to all offerors.

8. CENTRAL CONTRACTOR REGISTRATION (CCR):

Contractors must be registered in the Central Contractor Register (CCR) prior to award of a DoD contract. For more information, see the CCR website at <http://www.ccr.gov>. **A contract cannot be awarded to a contractor not registered in CCR.** Remember to review the NAICS codes listed in your CCR record and make sure that you have listed the NAICS code for this procurement (NAICS 237120 – Oil and Gas Pipelines and Related Structures).

9. ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATIONS (ORCA):

In order to participate on this solicitation, contractors shall complete electronic representations and certifications. To complete the ORCA, see the ORCA website at <http://orca.bpn.gov>. Two items are needed prior to ORCA registration: (1) an active record in CCR and (2) an MPIN from that active CCR record. Once logged into the ORCA website using a valid DUNS number and MPIN, **MAKE SURE TO COMPLETE THE ORCA REGISTRATION PROCESS BY CLICKING THE "CREATE ORCA RECORD" BUTTON AT THE BOTTOM OF THE PAGE.** Contractors must then complete the questionnaire and click the "Submit Certification" button when finished.

For step-by-step instructions on how to enter your ORCA application, go to the following website: <https://orca.bpn.gov/help/help.aspx> and click on "ORCA Handbook".

10. FEDERAL CONTRACTOR PROGRAM:

In accordance with Federal Acquisition Regulations (FAR) 22.1303, any contractor or subcontractor with a contract of \$25,000.00 or more with the Federal Government must take affirmative action to hire and promote qualified targeted veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Companies must file an annual VETS-100 report, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information, and follow-up assistance is provided at VETS-100 Internet site at <http://vets.dol.gov/vets100/> or employees may contact the VETS-100 Processing Center at (301) 306-6752 or e-mail at helpdesk@vets100.com. **A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-100, Federal Contractor's Veterans' Employment Report (VETS-100 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.**

11. WORK BY THE GOVERNMENT:

The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

12. COMMENCEMENT OF WORK:

No work under this contract will commence until such time as the Contracting officer issues a task order, either in writing or orally. Oral task orders will be confirmed by the issuance of a written Task Order within five working days.

13. PLACE OF PERFORMANCE:

The place of performance will be designated on each individual task order.

14. PROPOSAL PREPARATION COSTS:

The costs for preparation of task order proposals, or participation in the site visits, shall be the responsibility of the contractor and are not directly reimbursable. Each task order will include, at a minimum, all labor wages, management, supervision, mobilization, material and equipment costs. The contractor shall provide all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, and all other elements necessary to fulfill the requirements of the task order.

15. DEFINITIONS:

Where "as shown," "as indicated," "as detailed,"/or similar words are used, it shall be understood that reference to the drawings accompanying this specification is made unless stated otherwise. Where "as indicated," "as required," "as permitted," "approved," "acceptance," or similar words are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise. As used herein, "provided," shall be understood to mean "provided complete in place," that is "furnished and installed."

16. BUY AMERICAN PROVISIONS:

If the task order is valued at less than \$6,481,000.00 then FAR Clause 52.225-9, Buy American Act-Construction Materials and FAR Clause 52.225-10, Notice to Buy American Act Requirements-Construction Materials, apply.

If the task order is valued at more than \$6,481,000.00 then FAR Clause 52.225-11, Buy American Act-Construction Materials under Trade Agreements and FAR Clause 52.225-12, Notice of Buy American Act Requirement-Construction Materials under Trade Agreements applies. Alternate I applies to task orders valued at \$6,481,000.00 or more, but less than \$7,304,733.00. Alternate II applies to task orders valued at \$6,481,000.00 or more, but less than \$7,304,733.00.

17. BONDABILITY/BID BOND:

For every task order placed on the MAC contract, a letter of “bondability” on the Surety’s letterhead stating the offeror has the bonding capacity available is required of each proposer responding to the Request for Proposal (RFP). The purpose of this letter is to put the bonding company on notice that their client is proposing on a project. This letter does not require the proposer to incur cost. The bonding company will provide it upon a client’s request. A bid bond in the amount of 20% for each task order may be required in lieu of a bondability letter.

18. PERFORMANCE AND PAYMENT BONDS:

Performance and Payment bonds in the amount of 100% (unless otherwise stipulated on the individual task order) will be required for each task order within CONUS and shall be submitted for approval to the Contracting Officer within 15 days (unless otherwise stipulated on the individual task order) of award of a task order. Commencement of construction is contingent upon approval of the required bonds.

19. REQUIRED INSURANCE:

- a. Within fifteen days after award of this contract, the contractor(s) shall furnish the Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, Insurance Work on a Government Installation.

COVERAGE:

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage

Workmen’s Compensation: As required by Federal and State Worker’s compensation and occupational disease laws

Employer’s Liability Coverage: \$100,000, except in states where worker’s compensation may not be written by private carriers

Others as required by state law

- b. Above insurance coverages are to extend to contractor personnel operating Government owned equipment and vehicles.
- c. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned “Insurance” clause.

20. DAVIS BACON WAGE DETERMINATION:

Applicable Davis Bacon Wage Determination(s) will be required for task orders awarded under this contract, and will be incorporated into the task orders. Each task order will specify the applicable wage determination; however, the contractor shall be responsible for obtaining them. The applicable Davis Bacon Wage Determination can be obtained from the website at <http://www.dol.gov/>.

21. DRAWINGS:

All drawings, if applicable, accompanying task orders will be considered to be a part of the scope of work.

22. TASK ORDER PERFORMANCE PERIOD:

FAR Clause 52.211-10, Commencement, Prosecution and Completion of Work will be incorporated into each task order identifying the construction schedule. The Government reserves the right to negotiate a Task Order's performance period if determined to be in the best interest of the Government.

23. LIQUIDATED DAMAGES:

FAR Clause 52.211-12, Liquidated Damages – Construction, may be incorporated into the resultant task order identifying the liquidated damages rate applicable to that task order. If the contractor fails to complete the work within the time fixed in the task order or any extension thereof, the Contractor shall pay to the Government as liquidated damages for each task order, the rate cited in the task order.

24. PREAWARD SITE INSPECTIONS:

Upon receipt of the scope of work, including any applicable drawings, and following a brief time period for reviewing the documents, the Contractor shall inspect the job site, if applicable. The prospective superintendent shall attend the site visit. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of the Contracting Officer, in writing. The contractor shall also notify the Contracting Officer, in writing, upon observing any features in the design that appear to be ambiguous, confusing, conflicting, or erroneous.

25. SUPERVISION:

The contractor shall provide supervision in accordance with FAR Clause 52.236-6, Superintendence by the Contractor, for each task order.

26. SUBCONTRACTING RESPONSIBILITIES:

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure task orders are completed within the stated requirements.

The contractor is responsible for ensuring subcontracting opportunities are made available to all small business, veteran owned small business, service disabled veteran owned small business, HUZone small business, small disadvantaged business, and women owned small business.

27. NOTICE OF CONSTRUCTIVE CHANGES:

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price of delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

28. PAYMENTS:

Designated paying office will be determined upon award of individual task orders under this contract. Wide Area Workflow Procedures for invoicing may apply and will be specified in resultant task orders.

29. PROJECT KICKOFF MEETING:

Prior to commencing work under a task order, the Contractor shall meet with the designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

30. PARTNERING:

Partnering is a structured process, as well as philosophy of doing business with contractors and customers that recognizes common goals through communication and teamwork. It helps create an environment where trust and teamwork prevent disputes, foster good working relationships to everyone's benefit, and facilitate the completion of a successful contract. In support of the command's goals of teamwork and customer satisfaction, our policy is to practice the philosophy of partnering on every contract we administer. The contractor's key personnel may be required to attend formal partnering for the basic contract. In addition, formal partnering may be required prior to and/or during performance of an individual Task Order, if determined necessary by the Government. Key personnel are defined as the Project Manager, Superintendent, CQC representative, major subcontractors and specialized supplementary personnel. The contractor shall pay all costs associated with the partnering effort. The participants shall bear their own costs for meals, lodging and transportation associated with the partnering.

31. PERFORMANCE EVALUATIONS:

The Administrative Contracting Office will complete a contractor's performance evaluation for input into CCASS/ACASS database. The evaluation will take into account all aspects of the contractor's performance. Interim performance evaluations may be completed at any time the contractor's performance is considered less than satisfactory or to provide feedback on the design portion of a design-build task order. Contractors will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. The negative performance evaluations will have an impact on the award of future task orders. The Contractor shall request a performance evaluation prior to final invoice and closeout to keep for future proposal submissions.

32. OVERSEAS REQUIREMENTS:

SOFA: During performance of subject contract service, there may be a need for contractors to provide services in overseas locations. As such, Status of Force Agreement (SOFA) privileges and other logistical support privileges will be provided to the full extent possible for employees and their authorized dependents dependent on the applicable SOFA for the host country. Pursuant to DFARS 225.802-70, this includes the following: the applicability of any international agreements; security requirements applicable to the area; standards of conduct required to be observed by prospective contractors and their employees and any action that may be taken in the events required standards are not maintained; requirements for use of foreign currencies, including applicability of U.S. holding of excess foreign currencies; availability of logistics support for contractor employees; and information on taxes and duties from which the Government may be exempt. Privileges extended to Contractor employees and authorized dependents may include subject to availability at the specific performance location(s): (1) commissary (includes rationed items); (2) Navy Exchange facilities (includes military exchange, theater, food, concessions, etc.); (3) Class Six (alcoholic beverages, includes rationed items); (4) customs exemption and duty-free importation of household goods in accordance with United States custom clearance regulations covering personal property of U. S. Contractor Personnel; (5) local government transportation for official government business (non-tactical vehicle); (6) local services (Morale, Welfare, and Recreation (MWR)); (7) military banking services, accounting, and finance services, credit unions; (8) Military Postal Service; (9) mortuary service on a cost-reimbursement basis; (10) Officer and Non-Commissioned Officer clubs; (11) privately owned vehicle (POV) license and POV registration; (12) purchase of petroleum and oil products; (13) transient billets on a space available basis after all other eligible personnel have been billeted; (14) mess facilities at remote sites on a cost reimbursable basis; (15) continuing education services; (16) chapel services; (17) dependent schools on a space available, tuition-paying basis; travel orders for attendance at U.S. Government schools; (18) emergency medical and dental services on a cost reimbursable basis; (19) PET/firearm registration and control; (20) law enforcement (limited to accident investigation and on scene interpreters, if required); (21) loaner furniture and appliances on an availability basis; and (22) on base vehicle inspections.

Applicable SOFA agreements and related services and tax exemption procedures will be specified in individual task orders as appropriate. SOFA agreements do not apply to temporary or intermittent travel.

33. SECURITY REQUIREMENTS:

Some locations will require SF85F or I-9 processing prior to allowing contractor's on site. Contractor's can expect that each location will have different security requirements which may affect the time it will take for access to work locations.

SECTION 00802

Contract Administrative Data

1. Identification of Procuring Contracting Officer/Ordering Officer

The Procuring Contracting Officer (PCO) is located at the Specialty Center Acquisitions NAVFAC (SCAN), Naval Base Ventura County, 1205 Mill Road, Bldg. 850, Port Hueneme, CA 93043-4347. Overall administration of the basic contract will be the responsibility of the PCO, including complete authority to modify the terms of the basic contract. NAVFAC Facilities Engineering Activity Divisions (FEAD) and authorized ordering officers/individuals designated in writing will be responsible for ordering and administration of the individual task orders. The terms "Contracting Officer" and "Ordering Officer" may be used interchangeably when referring to individual task orders. All correspondence regarding the basic contract shall be addressed to the PCO and shall include the contract number assigned.

2. Administrative Contracting Officers

Administrative Contracting Officers (ACO) will be designated, in writing, upon award of individual task orders. These individuals may include the ROICC, located where the work is to be accomplished.

These individuals will be responsible and possess the authority to act on behalf of the Government with respect to the specific task order.

All post award/administrative correspondence, i.e., insurance, California Preliminary Notices, etc., shall be addressed to the ACO for the specific Task Order to which it relates. Additionally, all correspondence and task orders/Modifications, etc., shall include both the task order number and the Request for Task order Proposal (RFTOP) Number, as applicable.

3. Ombudsman

The agency's designated task order Ombudsman is the Director of Acquisition, NAVFAC Headquarters. The Director of Acquisition is located at the Washington Navy Yard and is responsible for reviewing complaints from contractors and ensuring that all contractors are afforded a fair opportunity to be considered for award of task orders, in accordance with the requirements of the contract.

SECTION 00803

Task Order Issuance Procedures

1. General

- a. When the Government requires work under the contract, a Request for Task Order Proposal (RFTOP) will be issued as appropriate. RFTOPs will normally be issued electronically by email but may be sent via mail, telephone, facsimile or other electronic means.
- b. Task orders will be awarded on a DD Form 1155 (Order for Supplies or Services). Task orders will be awarded using a sequential numbering system, which relates back to the basic contract number and the assigned RFTOP number.
- c. The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed task orders.
- d. Each task order shall include as a minimum:
 - (i) Date of Order
 - (ii) Contract Number and Order Number
 - (iii) Contract item number and description, quantity, and unit price or estimated cost
 - (iv) Delivery or performance schedule and method of inspection/acceptance
 - (v) Place of performance
 - (vi) Any packaging, packing, and shipping instructions
 - (vii) Accounting and appropriation data
 - (viii) Method of payment and payment office including WAWF applicability
- e. Modifications to task orders will be issued on Standard Form (SF) 30
- f. Each contractor is required to submit a proposal for all RFTOP issued by authorized Ordering Officers. Failure to participate may impact future consideration for task order work or exercise of an option.
- g. Opportunity exists for a post-award debriefing on the placement of task orders in excess of \$5 million. Orders in excess of \$10 million may be protested to the Government Accountability Office (GAO) exclusively on the grounds that the order increases the scope, period, or maximum value under the contract which the order is issued.

2. Competition

- a. Competition for issuance of task orders is limited to MAC contract holders resulting from this solicitation. All awardees will be given a fair opportunity to compete for each task order unless the Contracting Officer determines that one of the exceptions noted below applies. Upon determining the need to issue a task order, all awardees will be considered equally against the stated criteria.
- b. Unless one of the exceptions noted below applies, each task order will be awarded, as a result of competition, to the contractor whose offer is the most advantageous to the Government considering the criteria specified.

- c. The Contracting Officer reserves the right to make award of a task order without competition based upon:

- (1) One of the circumstances described below:

- (i) The agency need for the supplies or services are so urgent that providing a fair opportunity would result in unacceptable delays;
 - (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
 - (iii) The order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
 - (iv) It is necessary to place an order to satisfy a minimum guarantee; or

- (2) A status expressly authorizes or requires that the purchase be made from a specific source.

3. Requirement for Proposals

- a. Task orders will be firm fixed price with a specific completion date or performance period and clearly define the specific services to be performed or the performance desired. When options are included in the schedule, the task order will specify the number of days after award for exercising the options. Each task order will contain applicable clauses and provisions if different than the basic contract. All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and the contract, the latter will control, except as otherwise noted in the contract documents. The Government reserves the right to incorporate additional clauses, as appropriate, into individual task order solicitations and awards.
- b. Task orders will be awarded using best value source selection process only. Whenever practical, award will be made without discussions. If discussions are required, each contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range. If the ordering officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the number of proposals included in the competitive range may be limited to the greatest number that will permit an efficient competition among the most highly rated proposals.
- c. Task order projects may be non-complex performance oriented tasks requiring minimum design, may be complex construction requiring design development for design-build construction, or a combination thereof. Projects will be varying in size and complexity. The task orders may be written based on a Government/Contractor Team cooperative scoping of the work in order to develop a mutually agreed upon SOW. The task order may or may not have traditional plans and specifications, but may include sketches, and requests for catalog cuts, and other submittals.
- d. Price: Each RFTOP will indicate the level of supporting pricing detail to be provided. More likely than not, a detailed cost breakdown of labor, materials, equipments, overhead and profit will be required. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- e. Technical Proposals may address one or more of the following factors:

- (i) Design
 - (ii) The contractor's technical understanding of the work
 - (iii) The most efficient and effective plan to accomplish the work
 - (iv) Rationale for proposed materials; type and quantities
 - (v) Key Personnel/Major Subcontractors
- f. Oral presentations may be used to substitute for, or augment, written information as indicated in individual RFTOP instructions.
- g. Design Build Task Order. An RFTOP may be issued with the amount of funds available for design and construction along with, but not limited to, a SOW, design criteria and/or concept design. The contractors may be requested to submit a concept design with a price proposal. A task order will be issued with a firm fixed price for design and construction. It is the contractor's responsibility to design the project so that it can be constructed within the fixed price contract value. Failure to do so is at the contractor's risk.

4. Selection Criteria

One or more of the following criteria in addition to price may be considered when contractors compete for award of a Task Order:

- a. Past performance on earlier orders under the contract, including quality, timeliness and cost control
- b. Special expertise/experience
- c. Potential impact on other orders placed with the contract
- d. Bonding capacity

Past performance, quality, timeliness, special expertise or other factors the Contracting Officer determines are relevant to award of a particular task order may be considered. Timely performance by a contractor is very important. Failure to prosecute the work diligently on a currently awarded task order will be cause for the Contracting Officer not to include the contractor in the competitive fair opportunity pool for future task orders. When the contractor's delinquency has been corrected, they will be considered for competition in future task orders.