

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 69	
2. CONTRACT NO.		3. SOLICITATION NO. W9123619B0006	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08 Jan 2019	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USA ENGINEER DISTRICT, NORFOLK 803 FRONT STREET NORFOLK VA 23510-1096			CODE W91236	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
			TEL: FAX: 757-201-7183			TEL: FAX:	

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 803 Front Street, Norfolk VA until 02:00 PM local time 07 Feb 2019
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ONEIL G SHARPE	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-201-7000	C. E-MAIL ADDRESS Oneil.G.Sharpe@usace.army.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM		
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	TEL:	EMAIL:	27. UNITED STATES OF AMERICA	28. AWARD DATE	
			(Signature of Contracting Officer)		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

SOLICITATION INFORMATIONSECTION A

- A1. Contract Title: Service Contract for Atlantic Intracoastal Waterway (AIWW) Facilities, Operations and Maintenance, Atlantic Intracoastal Waterway, Norfolk District, Virginia and North Carolina.

This solicitation contemplates the award of a firm-fixed price contract for the performance of facilities operations and maintenance of the bridges and locks along the Atlantic Intracoastal Waterway in Virginia and North Carolina. The contractor shall provide all services, materials, supplies, plant, labor, equipment, utilities and supervision, except as specified as government furnished, to operate, maintain and repair two highway drawbridges, one highway swing bridge, three navigation locks, three water control structures, approximately 40 miles of canal waterways, all real property facilities, and approximately 3,100 acres of land owned by the U. S. Army Corps of Engineers, Norfolk District, which is known as the Atlantic Intracoastal Waterway (AIWW) as contained herein or incorporated by reference. The AIWW is divided into two canals; the Albemarle and Chesapeake Canal (ACC) and Dismal Swamp Canal (DSC). Both are on the National Register of Historical Places. Offerors will be evaluated in accordance with Section L of the solicitation.

- A2. Acceptance Period for Proposal: Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.
- A3. Type of Contract: This is Firm-Fixed Priced type contract.
- A4. Quality Assurance: The government will conduct quality assurance surveillance in accordance with FAR Part 37.604 and FAR Subpart 46.4. See performance requirements table (s) provided on page 144 of attached Statement of Work.
- A5. Set-Aside: Competitive Procurement, No Set Aside, Unrestricted and open to all Business Concerns.
- A6. NAICS Code: The NAICS Code assigned to this procurement is 488310, Port and Harbor operations with a small business size standard of \$38,500,000.00.
- A7. Wage Determination (Service)/Wage Decision (Construction): The Service Contract Act is applicable to this solicitation. Refer to Section J, Attachments.
- A8. Bid Guarantee/Bonding Requirements: NOT REQUIRED for this procurement
- A9. Contract Term: This contract contains provisions for one (1) 12-month base period and Four (4) 12-month option periods.
- A10. Period of Performance:
The period of performance (POP) for the base period is 1 April 2019 through 31 March 2020.
The POP for option period 1 is 1 April 2020 through 31 March 2021.
The POP for option period 2 is 1 April 2021 through 31 March 2022.
The POP for option period 3 is 1 April 2022 through 31 March 2023.
The POP for option period 4 is 1 April 2023 through 31 March 2024.
- The bid schedule requires offerors also to propose pricing for a potential six month extension period, in accordance with the provision at 52.217-8, which would start to run at the conclusion of option period 4. See paragraph A18 for further discussion of this option.
- A11. **BIDDER QUESTIONS AND COMMENTS**

All questions and/or comments shall be submitted via ProjNet no later than Friday, **24 January 2019 at 12:00 PM EST**. The Government reserves the right not to respond to questions and/or comments submitted after the deadline. Responses to questions and/or comments will be posted to FBO.

Technical inquiries and questions relating to proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at <http://www.projnet.org/projnet>. To submit and review bid inquiry items, bidders will need to be a current registered user or self-register into system. To self-register go to web page, click BID tab select Bidder Inquiry, select agency United States Army Corps of Engineers (USACE), enter Key for this solicitation listed below, and your email address, click login. Fill in all required information and click create user. Verify that information on next screen is correct and click continue. From this page you may view all bidder inquiries or add an inquiry. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

The Solicitation Number is: **W91236-19-B-0006**

The Bidder Inquiry Key is: **SZ25RR-KW2UTA**

**** Offerors should review the solicitation in its entirety and review the FBO announcement for amendments and/or answers to questions prior to submission of a new inquiry. ****

A12. SITE VISIT

General Information: A formal site visit will be held on **17 January 2019 at 9:00 AM**. The site visit will be a guided tour with time limits at each site. Offerors are not authorized to walk the grounds without an escort. Contractors will not be allowed to stay past the allotted time, nor will they be allowed to come back at a later date/time to secured sites. The Government will not entertain any questions during the site visit.

Visitors are require to bring their own U. S. Coast Guard Approved Life Jacket and wear closed toe leather shoes.

Advance Notification: Those who would like to attend the site visit must contact Joel Scussel at Joel.F.Scussel@usace.army.mil with the names and contact information for each person (max 2 per offeror) who will be attending the site visit by **12:00 pm on 15 January 2019**. Mr. Scussel will send you a confirmation email in return. No questions will be accepted or responded to. If advance notices are not received, the site visit will not occur.

Max Reqs per Offeror: Two (2)

Additional Terms and Conditions

A13. **RESPONSIVENESS OF BIDS (FAR 14.301)**

- a. To be considered for award, a bid must comply in all material respects with the invitation for bids. Such compliance enables bidders to stand on an equal footing and maintain the integrity of the sealed bidding system.
- b. Bids should be filled out, executed, and submitted in accordance with the instructions in the invitation.
- c. If a bidder uses its own bid form or a letter to submit a bid, the bid may be considered only if –
 - The bidder accepts all the terms and conditions of the invitation; and
 - Award on the bid would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the invitation

A14. **BID EVALUATION AND AWARD EVALUATIONS**

In addition to examining the criteria in FAR 9.104, the Contracting Officer will also examine whether the low bidder can meet the solicitation requirements by demonstrating the ability to meet the Definitive Responsibility Criteria provided in Section L.

The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Price will be evaluated based upon the total evaluated price in accordance with FAR 52.217-5.

A15. EVIDENCE OF AUTHORITY TO SIGN OFFER

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

A16. UNBALANCED BIDS

A bid which is materially unbalanced as to prices for the Base Items and the Optional Items (if applicable) may be rejected as non-responsive or otherwise not considered for award. An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

A17. AWARD

The Government will evaluate bids in response to this solicitation based upon the Total Evaluated Price without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. The Government may reject any or all bids and/or waive informalities or minor irregularities in bids received.

A18. OPTIONS

The Government will evaluate offers for award purposes by adding the total price for all options and 6-month extension to the total price for the basic requirement in accordance with FAR 52.217-5. The Government may determine that an offer is unacceptable if the option 6-month extension prices are significantly unbalanced. Evaluation of options and 6-month extension shall not obligate the Government to exercise the option(s) or the 6-month extension.

A19. INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.

A20. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The contractor shall not accept instructions issued by any person, employed by the U.S. Government or otherwise, other than the Contracting Officer or the Authorized Representative of the Contracting Officer acting within the limits of his/her authority as defined in the Designation of Authority letter. A copy of the Designation of Authority letter will be furnished to the contractor at time of contract award.

A21. SUBCONTRACTING PLAN

Submission Requirements (NOTE: this requirement does not apply to Small Business Offerors)

If the offeror proposing on this solicitation is a large business firm, in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION," the firm must submit a small business subcontracting plan. The goals are established in the Table A.

TABLE A

Subcontracting	Goal %
Small Business	33%
Small Disadvantaged Business	5%

Women-Owned Small Business	5%
HUBZone Small Business	3%
Service Disabled Veteran Owned Small Business	3%

The offeror should provide as much specific information on proposed subcontracted effort for the contract as possible. The Small Business Subcontracting Plan shall be thorough and complete, as it will be incorporated into the contract upon award of the contract to the offeror, if acceptable and upon final approval of the Contracting Officer (SEE AFARS – APPENDIX DD Part 3 - Subcontracting Plan Requirements).

The plan shall include a description of the type of service the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), HUBZone business and service disabled veteran owned small business (SDVOSB), along with the proposed percentages of their participation to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror shall provide specific information on proposed subcontracted effort for this project.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NORTH LANDING BRIDGE FFP Operate, maintain, and repair the ACC North Landing Bridge in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	GREAT BRIDGE LOCK FFP Operate, maintain, and repair the ACC Great Bridge Lock in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ACC MAINTENACE FFP Perform maintenance and repairs of the Great Bridge Reservation, ACC Waterway, Patrols, and all remaining ACC facilities complete as specified exclusive of Items 0001 to 0002 in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DEEP CREEK LOCK FFP Operate, maintain, and repair the DSC Deep Creek Lock in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SOUTH MILLS LOCK FFP Operate, maintain, and repair the DSC South Mills Lock exclusive of Item 0008 in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	DEEP CREEK AND SOUTH MILLS BRIDGE FFP Operate, maintain, and repair the DSC Deep Creek Bridge and South Mills Bridge in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	DISMAL SWAMP WATER CONTROL FFP Operate, maintain, and repair all the DSC water control structures and reservations at the Deep Creek, South Mills, and Lake Drummond Facilities in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	SOUTH MILLS GATES REHAB FFP Refurnish and repair of the canal gates of South Mills Lock (two gates total) of the DSC in accordance with the Statement of Work. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	REPLACE ELECTRONIC GAUGES FFP Replace Electronic Gauges on the five specified sites in accordance with the Statement of Work. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	DISMAL SWAMP CANAL MAINTENANCE FFP Perform maintenance and repairs of the DSC Waterway, patrols, and all remaining DSC facilities complete as specified exclusive of Items 0005 to 0007 in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	NORTH LANDING BRIDGE FFP Operate, maintain, and repair the ACC North Landing Bridge in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	GREAT BRIDGE LOCK FFP Operate, maintain, and repair the ACC Great Bridge Lock exclusive of Item 1003 in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Job		
OPTION	GREAT BRIDGE LOCK VALVE MAINTENANCE FFP ACC Great Bridge Lock Valve Maintenance				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12	Months		
OPTION	ACC MAINTENACE FFP Perform maintenance and repairs of the Great Bridge Reservation, ACC Waterway, Patrols, and all remaining ACC facilities complete as specified exclusive of Items 1001 to 1003 in accordance with the Statement of Work.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months		
OPTION	DEEP CREEK LOCK FFP Operate, maintain, and repair the DSC Deep Creek Lock in accordance with the Statement of Work.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	SOUTH MILLS LOCK FFP Operate, maintain, and repair the DSC South Mills Lock exclusive of Item 0008 in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	DEEP CREEK AND SOUTH MILLS BRIDGE FFP Operate, maintain, and repair the DSC Deep Creek Bridge and South Mills Bridge in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		12	Months		
OPTION	DISMAL SWAMP WATER CONTROL FFP				
	Operate, maintain, and repair all the DSC water control structures and reservations at the Deep Creek, South Mills, and Lake Drummond Facilities in accordance with the Statement of Work.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		12	Months		
OPTION	DISMAL SWAMP CANAL MAINTENANCE FFP				
	Perform maintenance and repairs of the DSC Waterway, patrols, and all remaining DSC facilities complete as specified exclusive of Items 1005 to 1008 in accordance with the Statement of Work.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	UNDERWATER BRIDGE INSPECTIONS FFP Perform Underwater Bridge Inspections on North Landing Bridge, Deep Creek Bridge, South Mills Bridge, And South Mills Lock Culvert Bridge in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	NORTH LANDING BRIDGE FFP Operate, maintain, and repair the ACC North Landing Bridge in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	GREAT BRIDGE LOCK FFP Operate, maintain, and repair the ACC Great Bridge Lock exclusive of Item 2003 in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	GREAT BRIDGE GATES REHAB FFP Refurnish and repair of the "D" gates of Great Bridge Lock (two gates total) of the ACC in accordance with the Statement of Work. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	ACC MAINTENACE FFP Perform maintenance and repairs of the Great Bridge Reservation, ACC Waterway, Patrols, and all remaining ACC facilities complete as specified exclusive of Items 2001 to 2003 in accordance with the Statement of Work.	12	Months		

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	DEEP CREEK LOCK FFP Operate, maintain, and repair the DSC Deep Creek Lock in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	SOUTH MILLS LOCK FFP Operate, maintain, and repair the DSC South Mills Lock in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	DEEP CREEK AND SOUTH MILLS BRIDGE FFP Operate, maintain, and repair the DSC Deep Creek Bridge and South Mills Bridge in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	DISMAL SWAMP WATER CONTROL FFP Operate, maintain, and repair all the DSC water control structures and reservations at the Deep Creek, South Mills, and Lake Drummond Facilities in accordance with the Statement of Work.	12	Months		
FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	DISMAL SWAMP CANAL MAINTENANCE FFP Perform maintenance and repairs of the DSC Waterway, patrols, and all remaining DSC facilities complete as specified exclusive of Items 2005 to 2008 in accordance with the Statement of Work.	12	Months		
FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	NORTH LANDING BRIDGE FFP Operate, maintain, and repair the ACC North Landing Bridge in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	GREAT BRIDGE LOCK FFP Operate, maintain, and repair the ACC Great Bridge Lock exclusive of Item 2003 in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	ACC BUILDINGS MAINTENACE FFP ACC maintenance of exterior and interior painting of scheduled ACC Buildings. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	ACC MAINTENACE FFP Perform maintenance and repairs of the Great Bridge Reservation, ACC Waterway, Patrols, and all remaining ACC facilities complete as specified exclusive of Items 3001 to 3003 in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	DEEP CREEK LOCK FFP Operate, maintain, and repair the DSC Deep Creek Lock in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	SOUTH MILLS LOCK FFP Operate, maintain, and repair the DSC South Mills Lock in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	DEEP CREEK AND SOUTH MILLS BRIDGE FFP Operate, maintain, and repair the DSC Deep Creek Bridge and South Mills Bridge in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 OPTION	DSC MAINTENANCE FFP DSC maintenance of Exterior and interior painting of scheduled DSC Buildings in accordance with the Statement of Work. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 OPTION	DISMAL SWAMP WATER CONTROL FFP Operate, maintain, and repair all the DSC water control structures and reservations at the Deep Creek, South Mills, and Lake Drummond Facilities in accordance with the Statement of Work.	12	Months		
FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 OPTION	DISMAL SWAMP CANAL MAINTENANCE FFP Perform maintenance and repairs of the DSC Waterway, patrols, and all remaining DSC facilities complete as specified exclusive of Items 3005 to 3009 in accordance with the Statement of Work.	12	Months		
FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		1	Job		
OPTION	UNDERWATER BRIDGE INSPECTIONS FFP Perform Underwater Bridge Inspections on North Landing Bridge, South Mills Bridge, And South Mills Lock Culvert Bridge in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	NORTH LANDING BRIDGE FFP Operate, maintain, and repair the ACC North Landing Bridge in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months		
OPTION	GREAT BRIDGE LOCK FFP Operate, maintain, and repair the ACC Great Bridge Lock exclusive of Item 4003 in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Job		
OPTION	GREAT BRIDGE LOCK VALVE MAINTENANCE FFP ACC Great Bridge Lock Valve Maintenance				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		12	Months		
OPTION	ACC MAINTENACE FFP Perform maintenance and repairs of the Great Bridge Reservation, ACC Waterway, Patrols, and all remaining ACC facilities complete as specified exclusive of Items 4001 to 4003 in accordance with the Statement of Work.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	DEEP CREEK LOCK	12	Months		
OPTION	FFP Operate, maintain, and repair the DSC Deep Creek Lock in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	SOUTH MILLS LOCK	12	Months		
OPTION	FFP Operate, maintain, and repair the DSC South Mills Lock exclusive of Item 4007 in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	DEEP CREEK AND SOUTH MILLS BRIDGE	12	Months		
OPTION	FFP Operate, maintain, and repair the DSC Deep Creek Bridge and South Mills Bridge in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 OPTION	DEEP CREEK GATES REHAB FFP Refurnish and repair of the canal gates of Deep Creek Lock (two gates total) of the DSC in accordance with the Statement of Work. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 OPTION	DISMAL SWAMP WATER CONTROL FFP Operate, maintain, and repair all the DSC water control structures and reservations at the Deep Creek, South Mills, and Lake Drummond Facilities in accordance with the Statement of Work. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010		12	Months		
OPTION	DISMAL SWAMP CANAL MAINTENANCE FFP Perform maintenance and repairs of the DSC Waterway, patrols, and all remaining DSC facilities complete as specified exclusive of Items 4005 to 4009 in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001		6	Months		
OPTION	NORTH LANDING BRIDGE FFP Operate, maintain, and repair the ACC North Landing Bridge in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002	GREAT BRIDGE LOCK	6	Months		
OPTION	FFP Operate, maintain, and repair the ACC Great Bridge Lock in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003	ACC MAINTENACE	6	Months		
OPTION	FFP Perform maintenance and repairs of the Great Bridge Reservation, ACC Waterway, Patrols, and all remaining ACC facilities complete as specified exclusive of Items 5001 to 5002 in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004	DEEP CREEK LOCK	6	Months		
OPTION	FFP Operate, maintain, and repair the DSC Deep Creek Lock in accordance with the Statement of Work. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005 OPTION	SOUTH MILLS LOCK FFP Operate, maintain, and repair the DSC South Mills Lock exclusive of Item 4007 in accordance with the Statement of Work. FOB: Destination	6	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006 OPTION	DEEP CREEK AND SOUTH MILLS BRIDGE FFP Operate, maintain, and repair the DSC Deep Creek Bridge and South Mills Bridge in accordance with the Statement of Work. FOB: Destination	6	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007 OPTION	DISMAL SWAMP WATER CONTROL FFP Operate, maintain, and repair all the DSC water control structures and reservations at the Deep Creek, South Mills, and Lake Drummond Facilities in accordance with the Statement of Work. FOB: Destination	6	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008		6	Months		
OPTION	DISMAL SWAMP CANAL MAINTENANCE FFP Perform maintenance and repairs of the DSC Waterway, patrols, and all remaining DSC facilities complete as specified exclusive of Items 5004 to 5007 in accordance with the Statement of Work. FOB: Destination				

NET AMT

TOTAL EVALUATED PRICE

BASE YEAR (CLINS 0001 thru 0010): _____

OPTION YEAR 1 (CLINS 1001 thru 1010): _____

OPTION YEAR 2 (CLINS 2001 thru 2009): _____

OPTION YEAR 3 (CLINS 3001 thru 3011): _____

OPTION YEAR 4 (CLINS 4001 thru 4010): _____

SIX MONTH OPTION (CLINS 5001 thru 5008): _____

Total Evaluated Price (TEP): Base + All Options: _____

Section C - Descriptions and Specifications

Statement of Work

Atlantic Intracoastal Waterway Statement of Work Dated November 2018 is provided as attachment 1, listed in Section J of the solicitation.

Section E - Inspection and Acceptance

INSPECTION, ACCEPTANCE AND INVOICING CALCULATIONS**1. INSPECTION****1.1 Contractor Quality Control Program**

The Contractor shall perform inspections of work performed as defined in the Contractor developed Quality Control Program. This program shall be structured so that at a minimum a representative sample of work performed is inspected and inspection frequency is increased if defects are identified.

1.2 Contractor Inspections

Upon completion of work, the Contractor shall inspect, test and document all services called for by the Contract. The COR, or other authorized personnel, will monitor the Contractor's execution of the inspection and supervision of all services called for by the contract. The COR, or other authorized personnel, may perform spot inspections of performance, as necessary. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires. Inspections shall be done on work over the limit of liability prior to invoicing. Contractor QC inspections shall be done no less than monthly with records provided to the COR on a monthly or more frequently if required by the COR.

When the Contractor is satisfied with compliance with the terms of this contract, the completed Work Request shall be indicated as such. The Contracting Officer's Representative, or person assigned by the COR, will then conduct any desired inspections. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:

- Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements.
- Reduce the invoice to reflect the reduced value of the services performed. Reductions will be based on actual area, unit, customer complaints and/or man-hours by non-performance.

1.3 Government Quality Assurance Program

Each item of the work rendered under the Contract is subject to Government inspection during any or all times of the Contractor's work and after completion of the tasks. The Contractor shall make his facilities available to Government personnel for surveillance activities, such as in- progress inspections and material inspections. The Government will evaluate the Contractor's performance under this contract using a structured Quality Assurance Program.

All surveillance observations will be recorded by the Government. When an observation indicates defective performance, the COR will notify the Contractor of the defective measure and provide a copy of the report. The Government's QA program is not a substitute for Contractor's quality control. Repairs or reworks required shall be completed within 4 business days after notification unless parts or other circumstances require an extended period. If more than 4 days is required the Contractor shall provide the COR with a schedule of work within 2 days of notification. This schedule must be approved by the COR.

1.3.1 Inspection Methods

Both scheduled and unscheduled surveillance will be used to look at total or parts of the work. The Quality Assurance samples may or may not include samples evaluated as part of the Contractor's QC program at the discretion of the Government. The methods of surveillance that may be used are listed below:

- Random Sampling
- 100% Inspection
- Work Request Audit
- Unscheduled Inspection
- Customer Complaints

1.3.2 Inspection Checklist

The Government may notify the Contractor of Government inspection results using various checklists or may do so verbally. Verbal notifications of defective work will be confirmed in writing but are intended to allow the Contractor to make corrections immediately if desired. When Government inspectors are unable to contact Contractor to notify Contractor of inspection results, acceptance or rejection of work will be made on the basis of the initial inspection and will be confirmed in writing.

1.4 Performance Evaluation Meetings

Meetings are to provide coordination between the Contractor and COR, to evaluate how the Contractor is progressing on the Maintenance Contract, identify and discuss any work orders not completed during the allotted time and discuss needs of either party. Meetings will provide an opportunity for the Contractor and COR to identify how to better implement the Maintenance Contract. Meeting frequency will be at the discretion of the Contracting Officer and the Contracting Officer's Representative.

Concurrent with the meetings shall be a performance evaluation as specified herein. Written minutes of these meetings shall be prepared by the Contractor and signed by the Contract Manager, and the COR. Should the Contractor or the COR not concur with the minutes they shall so state any areas of nonconcurrency in writing within seven calendar days of receipt of the signed minutes.

2. ACCEPTANCE

The COR will evaluate findings of the Government Quality Assurance Program and determine the level of acceptance to both Preventive Maintenance and Demand Maintenance/Repair work included in each invoice.

2.1 Preventive Maintenance

2.1.1 Quality of Work

Acceptable work will be that which is fully completed, is done in accordance to the work initiated with performance to Contract and is completed to at least industry accepted standards. Government inspections will be made according to the surveillance method(s) included in the Government Quality Assurance Program. Defects are Contractor's failure to meet contract provisions, standards and specifications as described herein. Only defects outstanding at the time of invoicing will be considered in the percentage of defects found.

2.1.2 Timeliness of Work

The Government Quality Assurance Program will include the random evaluation of timeliness of preventive maintenance work order completion. Preventive maintenance work completed within 10 work days of the scheduled completion date will be considered acceptable.

2.2 Demand Maintenance and Repair

2.2.1 Quality of Work

This includes both demand maintenance and repair below the Limit of Liability and those above the limit of liability. Acceptable work will be that which is fully completed, is done in accordance to the work order or proposal agreed to by the COR and is done in conformance to Contract and acceptable industry standards, and task order if applicable. Government inspections will be made according to the surveillance method(s) included in the Government Quality Assurance Program. Defects are Contractor's failure to meet contract provisions, standards and specifications as described herein. Only defects outstanding at the time of invoicing will be considered in the percentage of defects found.

2.2.2 Timeliness of Work

The Government Quality Assurance Program will include the random evaluation of timeliness of completion of demand maintenance and repair projects. Completion will be considered acceptable when the project is completed in the allowed time frame. Since these projects will require individual approval and may be delayed because of funding or other measures, required time period for completion will not begin until Notice to Proceed is received by the Contractor from the COR. Delays outside the Contractor's control, such as vender caused material delays, will be considered when evaluating the timeliness of each project.

2.3 Rejection

When Contractor's performance does not meet contract provisions or is not performed in accordance with the approved work plan or is not performed in accordance with the standard/specification or was not performed within the allowed time frame or is not completed in its entirety, it will be considered to be defective and will be rejected. The Contractor shall explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The Contracting Officer will evaluate the Contractor's explanation and determine if full payment, partial payment, or the contract termination process is applicable. The Contractor's payment for work rendered will be calculated as stated in paragraph titled Contractor Payment.

2.4 Re-performance of Defective Work

The work required by the contract may be subject to correction by re-performance, and the Contractor will be required or entitled to re-perform, or otherwise correct defective work for the purpose of avoiding a reduction in the full contract price.

2.4.1 Re-performance

At the sole discretion of the Government and upon notification to the Contractor, the Contractor will be required to re-perform or perform late any or all defective work disclosed by Government inspection including defective and incomplete performance. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective work will be re-performed or performed late, and completed, from Contractor's receipt of inspection checklists, within the re-performance period specified by the Government. In such cases, the Government will re-inspect work designated for re-performance or late performance, and the Contractor may be held liable for any damages sustained by the Government including, for example, the costs associated with re-inspection. Contractor's re-performed work shall comply with the same requirements as the initial work. Acceptance or rejection will be made on the basis of the final reinspection.

2.4.2 Re-inspection

When the Government required re-performance of defective work disclosed by inspection, the Contractor's original inspection results shall not be modified upon reinspection since the sample reflects only a portion of the work lot. Where re-inspection is required, a fee of \$150 per re-inspection will be deducted from the monthly Contractor's payment.

3. INVOICING AND PAYMENT

3.1 Operational Invoices

The initial invoice submitted by the Contractor shall include the following:

- All costs associated with the appropriate operational contract line items.

3.2 Preventive and Demand Maintenance Invoices

3.2.1 Preventive Maintenance and Demand Maintenance below the Contractor's Limit of Liability (LOL)

Preventive and Demand Maintenance will be paid on the basis of the completion of annually scheduled work when the Contract surveillance does not exceed find unacceptable performance. This will include all work within the Contractor's Limit of Liability.

The Contractor shall perform preventive and demand maintenance as scheduled and confirmed by the Contracting Officer, Contracting Officer's Representative and as required in the Contract in the required timeframe.

3.2.2 Demand Maintenance and Repair above the LOL

Proposals will be required for all demand maintenance projects and repair requirements over the limit of liability with invoices submitted monthly. Payments for this work will be made when the work has been fully completed, inspected and found to be free of defects. No progress payments will be made on this work unless approved by the Contracting Officer in advance. Individual line items for all demand maintenance or repair projects will be required. Detailed cost summaries for each project over the limit of liability, including a breakout of labor and material utilized shall be included with invoice. Employees utilized, their classifications and labor rates shall be clearly identified. The Government will pay all costs for Demand and repair work orders with a total cost above the Limit of Liability when the work orders are processed in accordance with the Contract and the Invoice is properly approved.

The Contracting Officers Representative will verify the validity of the invoice as submitted, perform any deductions as specified herein, if required, and submit it to the Contracting Officer for payment.

3.3 Contractor Payment

3.3.1 Acceptable Performance

When contract performance meets all the requirements and is equal to or less than the acceptable quality standards and schedule, the Contractor shall be paid the full contract price.

3.3.2 Unacceptable Performance

If performance does not meet the schedule and industry standards and performance is deemed unacceptable, the Government will not pay the full task value percent for that service. The payment for listed services which do not meet the schedule and/or industry standards may be calculated at a proportional rate.

4. RIGHTS AND REMEDIES

The rights of the Government and remedies described in this document are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the inspection of Services, Termination, and Default clauses. The performance requirements (outlined in attachment 10 of SOW) implements that part of the Inspection of Services clause which allows the Government the right to require Contractor re-performance, and/or reduce the payments made to the Contractor for work not performed acceptably. Any deductions pursuant to the performance requirements shall reflect the reduced value of work performed under the contract. The Contractor shall not be relieved of full performance of the work hereunder and may be terminated for default based upon inadequate performance even if a deduction was previously taken for the unsatisfactory performance. Only one method will be used at a time to evaluate a listed task during an inspection period for payment computation purposes. The Government is not restricted to the inspection method. The Government may change surveillance method(s), quality assurance procedures, and increase or decrease the degree of surveillance based upon contract modifications, lessons learned, technological changes, surveillance documentation and changes to the Contractor's quality control system.

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
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government

2009	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-APR-2019 TO 31-MAR-2020	N/A	OPERATIONS BRANCH JOEL SCUSSEL US ARMY ENGR DIST NORFOLK ATTN: KEITH LOCKWOO 803 FRONT STREET NORFOLK VA 23510 (757) 201-7642 FOB: Destination	W91236
0002	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
0003	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
0004	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
0005	POP 31-MAR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
0006	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
0007	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
0008	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
0009	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
0010	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1001	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1002	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1003	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236

1004	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1005	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1006	POP 31-MAR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1007	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1008	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1009	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
1010	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2001	POP 01-APR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2002	POP 01-APR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2003	POP 01-APR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2004	POP 01-APR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2005	POP 01-APR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2006	POP 31-MAR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2007	POP 01-APR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2008	POP 01-APR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
2009	POP 01-APR-2021 TO 31-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3001	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3002	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236

3003	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3004	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3005	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3006	POP 31-MAR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3007	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3008	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3009	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3010	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
3011	POP 01-APR-2022 TO 31-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4001	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4002	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4003	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4004	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4005	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4006	POP 31-MAR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4007	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4008	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
4009	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236

4010	POP 01-APR-2023 TO 31-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
5001	POP 01-APR-2024 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
5002	POP 01-APR-2024 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
5003	POP 01-APR-2024 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
5004	POP 01-APR-2024 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
5005	POP 31-MAR-2024 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
5006	POP 01-APR-2024 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
5007	POP 01-APR-2024 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236
5008	POP 01-APR-2024 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91236

Section G - Contract Administration Data

ADMINISTRATIVE INFORMATION

SECTION G

The resultant contract will be administered by Norfolk District Army Corps of Engineers, Contracting Office.

G1. CONTRACTING OFFICE POINT -OF -CONTACT: Contracting office inquiries shall be directed to:

U. S. Army Corps of Engineers
ATTN: Stormie Wicks
803 Front Street
Norfolk, VA 23510-1096
Ph. # 757-201-7215
E-mail: Stormie.B.Wicks@usace.army.mil

G2. CONTRACTING OFFICER'S REPRESENTATIVE (COR):
The COR will be assigned at time of contract award.

G3. INVOICE INSTRUCTIONS: Invoices shall be submitted and billing inquiries shall be directed to U.S. Army Engineer District, Norfolk:
cenao.ecaeinvoicing@usace.army.mil.

Section H - Special Contract Requirements

SECTION H**H1. WAGE DECISION**

The wage determination applicable to this project is WD 15-4341(Rev.-11) 01/01/2019 which is provided as attachment 2, listed in Section J of the solicitation.

H2. REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

H3. LOCATION OF SITE ON A GOVERNMENT RESERVATION

The site of the work is on a government reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the contractor.

H4. ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

H5. IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

H6. SECURITY REQUIREMENTS. The following standards must be adhered to at all sites under the resultant contract:

- a. **Access and General Protection Policy and Procedures.** All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes
- b. **Common Access Card (CAC).** The contractor and all sub-contractors employees will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an interim CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

For contractors who do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

- c. **AT Level I Training.** All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the

COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website:

<http://jko.jten.mil/courses/at11/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

- d. **Contractor Employees Who Require Access to Government Information Systems.** All contractor employees with access to a government info system must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the information systems and then annually thereafter in accordance with personnel security standards listed in AR 25-2 (Information Assurance), an appropriate background investigation will be conducted prior to accessing the government information systems
- e. **Information assurance (IA)/information technology (IT) training.** All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011

52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	OCT 2018
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2018
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	DEC 2017
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5**

years and 6 months.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)--ALTERNATE I (NOV 2016).

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of

SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
- (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity unique entity identifier for use by multiple agencies;
- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
- (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the

purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these

reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(l) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

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

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

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

(End of clause)

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

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for

up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the

services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(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):

<https://www.acquisition.gov/browse/index/far>
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Atlantic Intracoastal Waterway (AIWW) Statement of Work	145	
Attachment 2	Wage Detrmination 15- 4341 (Rev.-11)		08-JAN-2019

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488310.

(2) The small business size standard is \$38,500,000.

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

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

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

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

Federal contracts and grants with total value greater than \$10,000,000 means--

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

RESPONSIBILITY DETERMINATION

Definitive Responsibility Criteria (DRC) are specific and objective standards established to inform the Contracting Officer's responsibility determination in accordance with FAR Subpart 9.1. The apparent low bidder must submit and the Contracting Officer must make an affirmative determination of the apparent low bidder's ability to perform the contract based on the general standards for responsibility defined in the FAR. These DRC specifically address whether the apparent low bidder has a satisfactory performance record performing the functions critical to successful performance of this contract; have the necessary technical capability or ability to attain them; and are otherwise qualified and eligible to perform the contract. The inability of a contractor otherwise eligible for award to demonstrate minimally acceptable experience as measured against the DRC will result in the Contracting Officer determining the contractor is not responsible and ineligible for contract award.

Document Submission Requirements of the Apparent Low Bidder

Within twenty-four hours of the time set for bid opening in the solicitation, the apparent low bidder must submit documentation to the Contracting Officer that substantiates previous contract experience meeting or exceeding the minimum requirements defined in the DRC below.

The apparent low bidder must substantiate its previous experience by submitting information relating to previous contracts performed. At a minimum, the following information must be submitted:

- Contract number (or unique identifier) and name of organization awarding each contract
- Contact information for the Contracting Officer or equivalent official
- Period of performance of the contract, i.e., the dates when performance began and was completed
- Annual dollar value of the contract, or pro rata equivalent
- A narrative describing the facilities involved and work performed under the contract clearly addressing each element of the DRC described below

In the event the prime contractor intends to have a subcontractor perform a key element of the contract, the apparent low bidder must submit the information required above for each contract or subcontract responsive to the DRC that was performed by an intended "key subcontractor." In addition, the narrative must explain exactly what aspects this contract would be performed by the key subcontractor if the apparently low bidder is awarded the contract and must describe the role the subcontractor performed on the submitted contract. A "key element" of the contract involves the performance of any aspect critical to successful performance, including those aspects detailed in the DRC below.

In addition, the apparent low bidder must submit a letter of commitment by each key subcontractor. The letter of commitment must be signed by the key subcontractor and presented on its company letterhead. It must clearly state the subcontractor's unequivocal intent to perform that aspect of the project in the event the prime contractor is awarded the contract.

The documentation submitted shall not exceed three (3) pages per previous contract performed by the prime contractor or applicable key subcontractor to substantiate the minimum experience required in the DRC.

Definitive Responsibility Criteria (DRC):

The Government will evaluate the submitted documentation to determine whether the bidder meets the minimum requirements of the Definitive Responsibility Criteria. The DRC are defined as follows:

Facility Management. The apparent low bidder shall provide documented contract experience for a minimum of three years performing facility maintenance comparable in size and scope consistent with the solicitation. At a minimum, the previous contract performance experience must substantiate experience for each element below:

Operating, maintaining, and repairing 1930's era navigation locks, 1930's and 1950's era movable highway bridges, and low-level flood/water control structures comparable in size and scope of the plant and equipment detailed in the solicitation.

The minimum contract for each submitted contract must be no less than \$2 million per year, or equivalent pro rata amount if the contract performance period was less than a year.

For purposes of evaluating whether the minimum of three years is substantiated, the contractor may document its experience with more than one contract provided that each contract was a minimum of six months from the start of performance to the completion of performance. The apparent low bidder may use previous contracts performed up to ten (10) years prior to the solicitation date, provided that the period of performance began within that ten year period.

In the event that the contractor submits a contract for which it received an interim or final unsatisfactory evaluation rating, was issued cure notice or show cause, or was defaulted for termination, the apparent low bidder must explain the circumstances associated with this.

In the event the apparent low bidder intends to utilize a key subcontractor in the performance of the contract, the experience of the subcontractor must meet each element of the above described DRC relevant to that aspect of the contract that will be performed by the key subcontractor. If an intended subcontractor served as the subcontractor on a previous submitted contract, the narrative must explain why the subcontractor's role was critical to performance of the contract.

CLAUSES INCORPORATED BY FULL TEXT

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

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

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

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

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

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

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)