| SOLICITATION OFFER AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES |
|---|---|---|---|---|
| | SP3100-08-B-5000 | ☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP) | 4/7/08 | A1 |

IMPORTANT - The "offer" section on page 2 must be fully completed by offeror.

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|---|---|---|
| | | 8017 |

7. ISSUED BY CODE SP3100

Defense Distribution Center
Acquisition Operations DDC-AB
J Avenue, Building 404
New Cumberland, PA 17070

8. ADDRESS OFFER TO

SEE BLOCK 7

| 9. FOR INFORMATION CALL | A. NAME | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) |
|---|---|---|
| | Gary G. Walls | 717-770-3077 |

**SOLICITATION**

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

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

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An organized site visit has been scheduled April 21, 2008 at 9:00AM local time
Building 1-3
Defense Distribution Center Susquehanna
New Cumberland, PA 17070
Please follow the instructions on Page B-1, Paragraph B.4 for site visit attendance.
Page F-1, Para. F.3

11. The contractor shall begin performance within _____ calendar days and complete it within 120 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____)

| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in item 12B.)* | 12B. CALENDAR DAYS |
|---|---|
| ☒ YES ☐ NO | 10 |

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1400 *(hour)* local time 5/8/2008 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

| 14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)* | 15. TELEPHONE NO. *(Include area code)* |
|---|---|
| | 16. REMITTANCE ADDRESS *(Include only if different than Item 14)* |
| CODE FACILITY CODE | |

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

**AMOUNTS ▶** SEE SECTION B - SCHEDULE OF SUPPLIES/SERVICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| AMMENDMENT NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| DATE | | | | | | | | |

| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* | 20B. SIGNATURE | 20C. OFFER DATE |
|---|---|---|
| | | |

AWARD *(To be completed by Government)*

**21. ITEMS ACCEPTED:**

| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
|---|---|
| **24. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶** *(4 copies unless otherwise specified)* ITEM | **25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO** ☐ 10 USC 2304(c) ( ) ☐ 41 USC 253(c) ( ) |
| **26. ADMINISTERED BY** CODE | **27. PAYMENT WILL BE MADE BY** |

*CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return_____copies to issuing office.)*

Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

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

| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)* | | 31A. NAME OF CONTRACTING OFFICER *(Type or print)* | |
|---|---|---|---|
| 30B. SIGNATURE | 30C. DATE | 31B. UNITED STATES OF AMERICA BY | 31C. AWARD DATE |

## SECTION B
## SUPPLIES OR SERVICES AND PRICES

### B.1 GENERAL OVERVIEW

This acquisition is unrestricted pursuant to the Small Business Competitiveness Demonstration Program Act of 1988, Public Law 100-656 (15 U.S.C. 644 note). Contract award will be issued pursuant to the Small Business Competitiveness Demonstration Program.

### B.2 ELECTRONIC SOLICITATION

This solicitation, including the specifications, drawings, attachments, and any amendments, is only available electronically at the FedBizOpps website (www.fbo.gov). Bidders are cautioned that it is their responsibility to access the website for any amendments that may be issued under the solicitation. There will be no advance notification of amendment issue. Bidders are advised to consult the website frequently to check for the issue of amendments since an amendment may be issued up until the bid opening date and time. Failure to acknowledge amendments may render your bid non-responsive and ineligible for award.

### B.3 MAGNITUDE OF CONSTRUCTION Between $250,000 and $500,000

### B.4 SITE VISIT DATE, TIME AND LOCATION

Reference Section L, FAR Provision 52.236-27 for specific date, time and location.
Due to security measures currently in place on this installation, anyone planning to attend the site visit needs to provide the following information to Gary G. Walls: 717-770-3077, Fax: 717-770-7591 or Email: Gary.Walls@dla.mil.
This information **must be submitted** at least two (2) working days prior to the site visit date. Failure to submit this information in the timeframe requested above may result in delays upon your arrival at the installation.

Company Name
Employee Name
Employee Social Security Number
Employee Date of Birth
Employee State and Country of Birth

On the date of the site visit, employee will need to present at least one form of photo identification, i.e., valid driver's license. The employee will also need to present current registration and insurance for each vehicle entering the installation.

### B.5 BID SUBMISSION

**BIDS MUST BE SUBMITTED IN HARD COPY ONLY. ELECTRONICALLY SUBMITTED BIDS INCLUDING FACSIMILE AND TELEGRAPH WILL NOT BE ACCEPTED. BID SHALL BE SEALED IN AN ENVELOPE CLEARLY MARKED WITH THE BID SOLICITATION NUMBER, THE BID OPENING DATE AND TIME. ALL BIDS SHALL BE SUBMITTED TO THE ADDRESS SHOWN IN BLOCK 7 ON STANDARD FORM 1442.**

### B.6 BID OPENING DATE, TIME AND LOCATION.

Bid Opening will be held on **May 8, 2008** at 2:00PM local time.
Bid Opening will be held at the **Defense Distribution Center, J Avenue, Building 404, New Cumberland, PA 17070.**

**B.7 ACCESS TO THE INSTALLATION FOR THE BID OPENING.**
Due to security measures in place on this installation, anyone planning to hand carry their bid to the bid opening must abide by the same procedures as set forth in Paragraph B.4 above. Failure to follow these procedures may result in you and your bid being late and therefore ineligible for award.

**B.8 CENTRAL CONTRACTOR REGISTRATION. Failure to register in the Central Contractor Registration database by the bid opening date and time will make a bidder ineligible for award. Reference Section I, FAR Clause 52.204-7 and DFARS Clause 252.204-7004.**

**B.9 BIDS.** Bidders must complete Blocks 14 through 20c on the Standard Form (SF) 1442. Bidders must provide all information requested in Section K Representations, Certifications, and Other Statements of Offerors.

**B.10 BID BOND.** A bid bond is required. Failure to provide a bid bond for an adequate amount shall result in rejection of bid. Required amount for bid bond is twenty percent (20%). Reference Section L, FAR Provision 52.228-1.

**B.11 PERFORMANCE AND PAYMENT BONDS.** The successful bidder shall be required to furnish performance and payment bonds to the Contracting Officer as follows: (Reference Section I, FAR Clause 52.228-15)
*(1) Performance Bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
*(2) Payment Bonds (Standard Form 25-A*). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

## SCHEDULE OF SUPPLIES/SERVICES

**Note: The following project description is for the purpose of general information and is not intended to include and describe every feature or item or to define the scope of work.**

**PROJECT DESCRIPTION:** Contractor shall provide all supervision, labor, material and equipment necessary to complete project: HVAC System improvements in Building 54 as indicated on attached drawings and specifications.

This project consists of

**BUILDING 54-1** - Provide the necessary material and labor as required by the specifications and drawings to replace two Computer Room AC units at the locations shown on the drawings.

**BUILDING 54-4** - Provide the necessary material and labor as required by the specifications and drawings to replace the Computer Room AC unit at the location shown on the drawings. Work shall include all the necessary piping, supports, electrical, etc. for a complete and usable system.

**BUILDING 54-5** - Provide the necessary material and labor as required by the specifications and drawings to remove existing rooftop AC unit, provide new rooftop AC units, remove ductwork, provide new ductwork, and provide new heating coils and accessories.

**DRAWING NUMBERS(S):**
Building 54-1 - Project Number 3597, Drawing Nos. G-001, M-101.
Building 54-5 - Project Number 3599, Drawing Nos. G-001, G-101, M-101 thru M-104, M-501.
BUILDING 54-4 - Project Number 3598, Drawing Nos. G-001, M-101.

### BUILDING 54-1 and BUILDING 54-4

The contractor shall perform the work Monday though Friday from 7:30 AM to 4:30 PM. The contractor will be allowed to work during Saturdays, Sundays and Holidays by written permission of the Contracting Officer. The work shall be coordinated such that sufficient air conditioning is always available to allow continuous operation.

### BUILDING 54-5

Working Hours: Normal hours of work shall be between 1500 and 0600, Monday through Friday. The contractor may be allowed to work Saturdays, Sundays and Holidays with written permission of the Contracting Officer

Davis Bacon Wage Determination Number PA070010 Modification 10 dated 3/7/2008 applies.

**<u>Base Bid Item #1</u> – Building 54-1** - Including the necessary labor, material and/or equipment to perform all work to replace the existing computer room ac units as indicated on the contract drawings and specifications, complete in place.

Amount: 1 LS @ $_____ /LS

**<u>Base Bid Item #2</u> – Building 54-4** - Including the necessary labor, material and/or equipment to perform all work to replace the existing computer room ac unit as indicated on the contract drawings and specifications, complete in place.

Amount: 1 LS @ $_____ /LS

**<u>Base Bid Item #3</u> – Building 54-5** - Including the necessary labor, material and/or equipment to perform all work to replace the existing 25 ton rooftop ac unit; modify the supply and return air duct; provide new steam heating coils piping and accessories; provide new 3 ton rooftop ac unit; new ductwork; and to balance the HVAC systems . All work shall be performed as indicated on the contract drawings and specifications, complete in place.

Amount: 1 LS @ $_____ /LS

**TOTAL BID PRICE (Base Bid Items 1-3) _$_____**

**END OF SCHEDULE OF SUPPLIES/SERVICES**

## SECTION C
## DESCRIPTION/SPECIFICATIONS

**C.1 SPECIFICATIONS.** The following document is provided as part of the solicitation package and shall be used in the execution of work under this contract:

**DEFENSE LOGISTICS AGENCY**
**DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA PENNSYLVANIA**
**NEW CUMBERLAND, PA 17070-5011**

**SPECIFICATIONS**
**FOR**

**HVAC SYTEM IMPROVEMENTS, BUILDING 54**

**OFFICE OF THE FACILITY ENGINEER**
**FEBRUARY 2008**

**LOCATED AT SECTION J OF THIS SOLICITATION**
**ATTACHMENT F**

**END OF SECTION C**

# SECTION D
# PACKAGING AND MARKING

THIS SECTION NOT REQUIRED

END OF SECTION D

# SECTION E
# INSPECTION AND ACCEPTANCE

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

END OF SECTION E

## SECTION F
## DELIVERIES OR PERFORMANCE

**F.1 52.211-13 TIME EXTENSIONS (SEP 2000)**

**F.2 52.242-14 SUSPENSION OF WORK (APR 1984)**

**F.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (DEVIATION)**

The Contractor shall be required to
(a) commence work under this contract upon receipt of the notice to proceed according to the following schedule:
**Upon issuance of the notice to proceed, the Government will establish a date and time (approximately 15 calendar days after the date the Contractor receives the notice to proceed) for the preconstruction conference. The Contractor shall be required to provide all initial submittal items identified on the submittal register at the preconstruction conference. Exceptions to this submittal delivery requirement may be for materials that have a long-lead time.**

**Project Submittal Schedule- This schedule must be provided at the preconstruction meeting for all initial submittal register items not provided at the Preconstruction meeting. Submittals must include a safety plan and a work plan.**

**The Contractor shall complete the project and have ready for use within 120 days after receipt of Notice to Proceed.**

(b) prosecute the work diligently, and
(c) complete the entire work ready for use as indicated above.
The time stated for completion shall include final cleanup of the premises.

**Contractor shall provide the following submittal items within 30 days after completion of the contract and prior to final payment:**

**Submittals for As-built Drawings**

(End of clause)

**F.4 52.211-12 LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$195.00** for each calendar day of delay until the work is completed or accepted.
(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed.

These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

**END OF SECTION F**

## SECTION G
## CONTRACT ADMINISTRATION DATA

**G.1 252.201-7000 DFARS CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**

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

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

(End of clause)

**END OF SECTION G**

## SECTION H
## SPECIAL CONTRACT REQUIREMENTS

**H.1 DEPOT REGULATIONS.** Illegal drugs, guns or other contraband are not authorized on this Federal installation. It is the contractor's responsibility to ensure that its employees working on-site at this installation are U.S. citizens or legal aliens with no outstanding warrants. This installation is manned by a DoD Police Force who possesses apprehension authority, which includes holding suspects for local authorities. These officers can and will charge individuals with an established court appearance via the Federal Magistrate. This agency processes illegal aliens in accordance with INS instructions.

### H.2 SECURITY PROCEDURES FOR CONSTRUCTION CONTRACTORS WORKING AT THE DEFENSE DISTRIBUTION DEPOT SUSQUEHANNA (DDSP), NEW CUMBERLAND, PA.

#### H.2.1 EMPLOYEES/PERSONNEL AND VISITORS

All persons, with the exception of delivery truck drivers, entering the installation must obtain an Identification Badge from DDSP Security, Pass and ID. All visitors and personnel expected to be on site for less than 90 days will receive a temporary badge. Personnel expected to be on site for longer than 90 days will be provided a permanent badge. The construction contractor shall follow the procedures below to obtain and renew Identification Badges for all direct hire and subcontractor employees and visitors:

1) Complete the attached New PERSONNEL NOTIFICATION form (Attachment "A").

2) Complete the attached Identification Badge request form for each employee. Use the short form (Attachment "B") for personnel expected to be on site less than 90 days. Us the long form (Attachment "C") for personnel expected to be on site more than 90 days. (Note: Only employees with permanent badges will be permitted to escort delivery vehicles and new employees.)

3) Fax only NEW PERSONNEL NOTIFICATION form to security desk at 717-770-5480 and Contracting Officer's Representative (COR) at 717-770-2910 the day prior to arrival (day prior is the minimum, may be sent up to one week prior to arrival) .

4) Fax NEW PERSONNEL NOTIFICATION form and Identification Badge request forms to Pass and ID Section (located at Post 3) at 717-770-8146 the day prior to arrival (day prior is the minimum, may be sent up to one week prior to arrival).

5) When new personnel arrive at Post 3 (DDSP entrance gate nearest the Eastern Distribution Center, Building 2001) security will notify the escort designated on the NEW PERSONNEL NOTIFICATION form. The escort will be required to meet the new personnel at Post 3 and escort same to Pass and ID for processing. If the

contractor has completed step 4 in a timely manner, badge information will be entered into DDSP system prior to arrival and will be an aid to expedite processing.

6) When new personnel arrive at Pass and ID, they will be required to provide a valid photo identification card (Driver's License preferred) and registration and proof of insurance for any vehicles that they will be driving on the installation. New personnel will then receive a DDSP photo ID badge and a "paper" temporary vehicle pass.

The prime contractor will be responsible for providing a weekly updated list of all badges issued by Pass and ID to the COR. Badge listing shall identify Project Name, Prime contractor name and any subcontractor names. This listing shall provide the employee's/visitor's name, badge number (only 90 day + duration badges are assigned a number), employer, date issued and date returned to Pass and ID. Failure to return all badges issued, including temporary and/or expired badges may delay progress and/or final contract payments. The COR will forward a copy to the DDSP Pass and ID section by fax for weekly reconciliation.

### H.2.2 BADGE RENEWAL OF EXPIRED OR EXPIRING BADGES

Complete a new long form badge application (Attachment "D") and FAX to Pass and ID section (717-770-8146) 24 hours in advance of renewal application.

### H.2.3 ENTRANCE INTO DDSP

Contractor personnel with DDSP ID badges, entrance into DDSP is determined by the type of vehicle they are driving:

| | |
|---|---|
| Contractor with sedan | Enter via Post 3 (EDC Gate) |
| Contractor with empty pick-up truck | Enter via Post 3 (EDC Gate) |
| Contractor with pick-up containing tools or jobsite equipment or having a cap | Enter via Post 4 (Truck Gate) |
| Contractor with utility vehicle or van | Enter via Post 4 (Truck Gate) |

### H.2.4 DELIVERIES

All contractor deliveries shall enter the installation through Post 4 (DDSP Truck Gate). To help avoid delays at the entrance, all deliveries should be scheduled after 8:00AM whenever possible. The construction contractor shall follow the following procedure for all deliveries (including pick-ups at the construction site):

1) Complete the attached CONTRACTOR'S DELIVERY NOTIFICATION form (Attachment "E").

2) Fax the completed CONTRACTOR'S DELIVERY NOTIFICATION form to the security desk at 717-770-5480 and the COR at 717-770-2910 a minimum of one day prior to delivery.

3) When the delivery truck arrives at Post 4, DDSP will contact the delivery POC identified on the notification form. The POC will be required to escort the delivery truck from Post 4 to the construction site.

4) After delivery is completed, the delivery truck must be escorted from the construction site back to Post 4.

### H.2.5 PHOTOGRAPHS

Cameras may be possessed and operated by authorized persons only. To obtain a Camera Authorization Pass, the COR will fax the request to Pass and ID. The contractor's name and length of time the camera pass is required will be included in the request. Camera Passes will be issued upon approval at the time the contractor picks up his/her badge at Pass and ID. Authorization will be for prime contractor personnel only. A Camera Pass must be in possession of the person taking the photographs when challenged. Failure to maintain, or loss of this pass will be reported to the COR for action and security will be notified as necessary. Personnel found to be in the possession of photographic equipment without the proper documentation will have their equipment confiscated and returned upon their departure from the installation or other arrangements will be made.

### H.2.6 THREAT CONDITIONS

Contractors are **allowed** to enter the installation when threat conditions are at:

ALPHA
BRAVO
CHARLIE

Contractors will **not be allowed** to enter the installation when the threat condition is at:

**DELTA**

To determine the threat level and any other restrictions concerning restrictions or delays to enter DDSP, contractors need to call the DDSP information line:

717-770-2866 (local calling area)
1-877-639-2012 (outside local area)
Section DDSP – Option #2

### H.2.7 CONTACTS

| | | |
|---|---|---|
| **DDSP Security Desk** | - | **Phone: 717-770-6270**<br>**Fax: 717-770-5480** |
| **DDSP Pass and ID Section** | - | **Phone: 717-770-7111**<br>**Fax: 717-770-8146** |

| | |
|---|---|
| **DDSP Emergency Phone Number:** | **717-770-7777** |
| **DDSP Information Line:** | **717-770-2866** |

**DDSP Facilities Engineering CORs**

| | |
|---|---|
| **Paul Johnson -** | **Phone: 717-770-6905**<br>**Cell Phone: 717-571-7148** |
| **Tim Gilson -** | **Phone: 717-770-5091** |
| | **Fax Number: 717-770-2910** |

**END OF SECTION H**

## SECTION I
## CONTRACT CLAUSES

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

http://www.arnet.gov/far/
http://www.acq.osd.mil/dpap/

| | | |
|---|---|---|
| I.2 | 52.202-1 | DEFINITIONS (JULY 2004) |
| I.3 | 52.203-3 | GRATUITIES (APR 1984) |
| I.4 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES (APR 1984) |
| I.5 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) |
| I.6 | 52.203-7 | ANTI-KICKBACK PROCEDURES (JUL 1995) |
| I.7 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| I.8 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| I.9 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) |
| I.10 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) |
| I.11 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) |
| I.12 | 52.214-29 | ORDER OF PRECEDENCE – SEALED BIDDING (JAN 1986) |
| I.13 | 52.219-4 | NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) |

| | | |
|---|---|---|
| I.14 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) |
| I.15 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) |
| I.16 | 52.222-3 | CONVICT LABOR (JUN 2003) |
| I.17 | 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005) |
| I.18 | 52.222-5 | DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JUL 2005) |
| I.19 | 52.222-6 | DAVIS BACON ACT (JUL 2005) |
| I.20 | 52.222-7 | WITHHOLDING OF FUNDS (FEB 1988) |
| I.21 | 52.222-8 | PAYROLLS AND BASIC RECORDS (FEB 1988) |
| I.22 | 52.222-9 | APPRENTICES AND TRAINEES (JUL 2005) |
| I.23 | 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) |
| I.24 | 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) (JUL 2005) |
| I.25 | 52.222-12 | CONTRACT TERMINATION-DEBARMENT (FEB 1988) |
| I.26 | 52.222-13 | COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988) |
| I.27 | 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) |
| I.28 | 52.222-15 | CERTIFICATION OF ELIGIBILITY (FEB 1988) |
| I.29 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) |
| I.30 | 52.222-26 | EQUAL OPPORTUNITY (MAR 2007) |

| | | |
|---|---|---|
| I.31 | 52.222-27 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999) |
| I.32 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) |
| I.33 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) |
| I.34 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) |
| I.35 | 52.222-39 | NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) |
| I.36 | 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) |
| I.37 | 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) |
| I.38 | 52.223-6 | DRUG-FREE WORKPLACE (MAY 2001) |
| I.39 | 52.223-11 | OZONE-DEPLETING SUBSTANCES (MAY 2001) |
| I.40 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) |
| I.41 | 52.225-9 | BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005) |
| I.42 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006) |
| I.43 | 52.227-1 | AUTHORIZATION AND CONSENT (DEC 2007) |
| I.44 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) |

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| I.92 | 252.223-7006 DFARS | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) |
| I.93 | 252.225-7012 DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 2007) |
| I.94 | 252.225-7014 DFARS | PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) |

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| I.95 | 252.227-7033 DFARS | RIGHTS IN SHOP DRAWINGS (APR 1966) |
| I.96 | 252.232-7010 DFARS | LEVIES ON CONTRACT PAYMENTS (DEC 2006) |
| I.97 | 252.236-7000 DFARS | MODIFICATION PROPOSALS-PRICE BREAKDOWN (DEC 1991) |
| I.98 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS (DEC 1991) |
| I.99 | 252.243-7002 DFARS | REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) |
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**I.101 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006) DFARS 252.204-7004 ALTERNATE A (NOV 2003) substitutes the following paragraph (a) for paragraph (a) of the FAR 52.204-7 clause:**

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

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

"Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.)

This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds

Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that—
(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
(2) The Contractor's CAGE code is in the CCR database; and
(3) The Government has validated all mandatory data fields and has marked the records "Active."
(b)
(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

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

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
(1) An offeror may obtain a DUNS number—
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
(2) The offeror should be prepared to provide the following information:
(i) Company legal business name.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and Zip Code.
(iv) Company mailing address, city, state and Zip Code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
(1)
(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
(A) Change the name in the CCR database;
(B) Comply with the requirements of Subpart 42.12 of the FAR;
(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

**I.102 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)**

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

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

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

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

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

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts—

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

http://www.sba.gov/services/contractingopportunities/sizestandardstopics/ .

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

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

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

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

> The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code _____ assigned to contract number _____.[*Contractor to sign and date and insert authorized signer's name and title*].

(END OF CLAUSE)

## I.103 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Defense Distribution Center, Acquisition Operations, **Attn: Gary G. Walls, J Avenue, Building 404, New Cumberland PA 17070-5001.**

(End of clause)

**I.104 52.228-15 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (NOV 2006)**

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is $100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

*(1) Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

*(2) Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

*(3) Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at http://www.fms.treas.gov/c570/ .

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

**I.105 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**I.106 252.236-7001 DFARS CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)**

(a) The Government will provide to the Contractor, without charge, one set of drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
(b) The Contractor shall --
(1) Check all drawings furnished immediately upon receipt;
(2) Compare all drawings and verify the figures before laying out the work;
(3) Promptly notify the Contracting Officer of any discrepancies;
(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
(5) Reproduce and print contract drawings and specifications as needed.
(c) In general –
(1) Large scale drawings shall govern small scale drawings; and
(2) The Contractor shall follow figures marked on drawings in preference to scale

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

(End of clause)

**I.107 52.228-9000 DLAD INSURANCE (FEB 2005)**

The Contractor shall, at its own expense, provide and maintain during the entire period of any resulting contract, including any extensions granted by contract modification, at least the kinds and minimum amounts of insurance noted here:
Workers' Compensation and Employer's Liability - $100,000 (except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.)
General Liability- $500,000 per occurrence
Automobile Liability – Property damage $20,000 per occurrence, Bodily injury $200,000 per person and $500,000 per occurrence.
When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors' proofs of required insurance no later than five (5) days before each subcontractor commences work on the Government installation.

(End of clause)

**END OF SECTION I**

## SECTION J
## LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**This solicitation package is comprised of the following documents:**

**J.1 Attachment A – New Personnel Notification Form – 1 page**

**J.2 Attachment B – Short Form – 1 page**

**J.3 Attachment C – Long Form - 1 page**

**J.4 Attachment D – Badge Renewal Form – 1 page**

**J.5 Attachment E – Contractor Delivery Notification Form – 1 page**

**J.6 Attachment F - Specifications for HVAC System Improvements in Building 54 – 207 pages**

**J.7 Attachment G - Drawings for HVAC System Improvements: Building 54-1 - Project Number 3597, Drawing Nos. G-001, M-101. Building 54-5 - Project Number 3599, Drawing Nos. G-001, G-101, M-101 thru M-104, M-501. BUILDING 54-4 - Project Number 3598, Drawing Nos. G-001, M-101 - 11 pages**

**J.8 Attachment H - General Wage Decision Number PA20070010, Modification Number 3 dated 3/21/2008 – 9 pages**

**J.9 Attachment I - Standard Form 24 – Bid Bond – 2 pages**

**J.10 Attachment J - Standard Form 25 – Performance Bond – 2 pages**

**J.11 Attachment K - Standard Form 25-A – Payment Bond – 2 pages**

**END OF SECTION J**

## SECTION K
## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

### K.1 252.209-7001 DFARS DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

### K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is $13,000,000.

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

(b)

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

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

[ ] (i) Paragraph (c) applies.

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

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

| FAR Clause | Title | Date | Change |
|---|---|---|---|
| | | | |
| | | | |

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

(End of Provision)

## K.3 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

**K.4 252.247-7022 DFARS REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

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

(b) Representation. The Offeror represents that it:
____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

**K.5 52.233-9001 DLAD DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel ( see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of provision)

**END OF SECTION K**

## SECTION L
## INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

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

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

http://www.arnet.gov/far/
http://www.acq.osd.mil/dpap/

**L.2 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)**

**L.3 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)**

**L.4 52.214-5 SUBMISSION OF BIDS (MAR 1997)**

**L.5 52.214-6 EXPLANATION TO PROSEPCTIVE BIDDERS (APR 1984)**

**L.6 52.214-7 LATE SUBMISSIONS, MODIFICATION AND WITHDRAWALS OF BIDS (NOV 1999)**

**L.7 52.214-12 PREPARATION OF BIDS (APR 1984)**

**L.8 52.214-18 PREPARATION OF BIDS – CONSTRUCTION (APR 1984)**

**L.9 252.225-7031 DFARS SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)**

**L.10 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of provision)

## L.11 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for Minority Participation for Each Trade | Goals for Female Participation for Each Trade |
|---|---|
| **2.2% for construction projects located at the Defense Distribution Depot Susquehanna (DDSP), New Cumberland, PA (York County)** | **6.9% for construction projects located at the Defense Distribution Depot Susquehanna (DDSP), New Cumberland, PA (York County)** |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.
(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on
(1) its implementation of the Equal Opportunity clause,
(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
(3) its efforts to meet the goals.
The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;
(2) Employer's identification number of the subcontractor;
(3) Estimated dollar amount of the subcontract;
(4) Estimated starting and completion dates of the subcontract; and
(5) Geographical area in which the subcontract is to be performed.
(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is New Cumberland, PA (York County).

(End of Provision)

## L.12 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENTS – CONSTRUCTION MATERIALS (MAY 2002)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
*(b) Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
*(c) Evaluation of offers.*
(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
*(d) Alternate offers.*
(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of provision)

## L.13 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --
(1) To unsuccessful bidders as soon as practicable after the opening of bids; and
(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price.
(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

## L.13 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Defense Distribution Center
Procurement Office DDC-A
J Avenue, Building 404
New Cumberland, PA 17070
ATTN: Margaret K. Ross

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

(End of Provision)

**L.15 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)**

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

**April 21, 2008 at 9:00 AM**

(c) Participants will meet at:

**Building 1-3**
**Defense Distribution Depot Susquehanna (DDSP),**
**New Cumberland, PA 17070 at the time specified above**

(End of provision)

**L.16 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD**

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the *Agency* for a decision *by the Activity's Chief of the Contracting Office*. Protests filed with the *agency* should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: *DLA procedures for Agency Level Protests filed under Executive Order No. 12979* allow for a higher level decision on the *initial protest than would occur with a protest to the contracting officer; this process* is not *an appellate* review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

(End of provision)

**END OF SECTION L**

## SECTION M
## EVALUATION FACTORS FOR AWARD

**M.1 BASIS FOR AWARD.** One award will be made as a result of this solicitation. Award will be based on the lowest priced responsive, responsible bid submitted-for all bid items.

A bidder must be determined responsible according to the standards of FAR Subpart 9 to be eligible for award. Bidders must submit a bid for all bid items. Failure to do so will result in the bidder being considered non-responsive to the solicitation.

Although the Government intends to award a firm-fixed price contract as a result of this solicitation, the Government reserves the right to reject any and all bids received and not award any item or items from this solicitation.

**M.2 52.214-19 CONTRACT AWARD-SEALED BIDDING-CONSTRUCTION (AUG 1996)**

**END OF SECTION M**