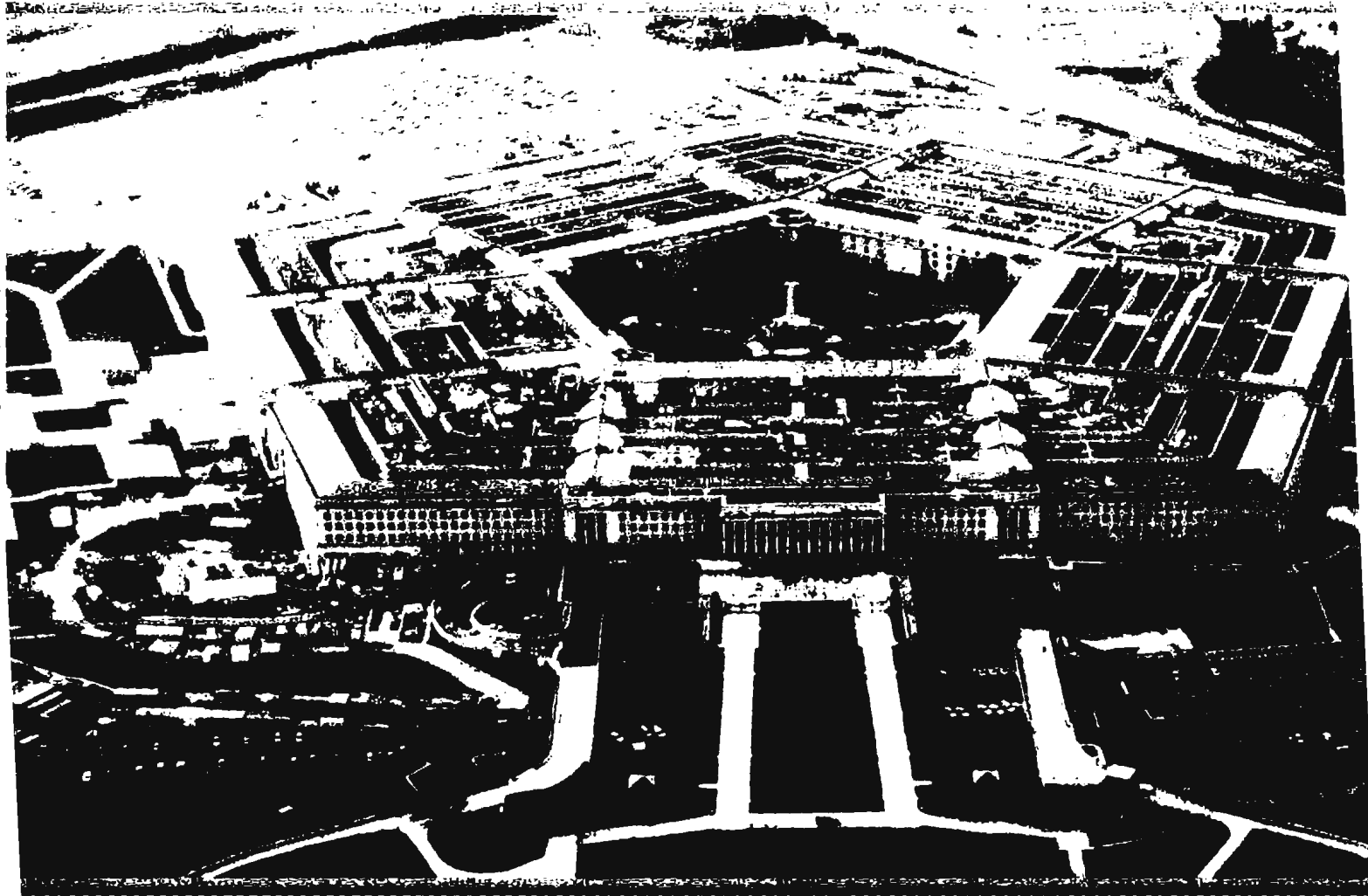




Response to:
Solicitation No. HQ0034-11-R-0043
PENTAGON SIMPLIFIED ACQUISITION OF
ENGINEERING REQUIREMENTS (SABER)
CONTRACT



Submitted by:

National
NICC JV_{LLC}

VOLUME III, COST/PRICE

ORIGINAL

Information provided in this proposal contains trade secrets and confidential commercial and/or financial information and should be kept highly confidential. No parts of this proposal should be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. This information is protected as confidential information by Virginia law and should not be released to the public or any other party not involved with the evaluation of this proposal.



100 N. Washington Street, Suite 200
Falls Church, VA 22046

July 12, 2011

Mr. James Kim
WHS – Acquisition Directorate
100 Boundary Channel Drive, STE D104
Arlington VA, 22202

RE: Solicitation HQ0034-11-R-0043, Pentagon Simplified Acquisition of Base Engineering Requirements [SABER] Contract, Arlington, VA

Dear Mr. Kim

We are pleased to submit National NICC JV, LLC's proposal for the above-referenced SABER. We have submitted the requested copies of each volume in accordance with the solicitation requirements. Enclosed in this binder is Volume I (Past Performance), Volume II (Technical Proposal), and Volume III (Cost/Price). These volumes are submitted under separate cover for the Pentagon's receipt by the due date and time of July 12, 2010, 4:00pm EDT.

Our proposal is fully compliant with the requirements set forth in the solicitation. We provide the following information to assist in your evaluation of our proposal package:

i. Solicitation Number: HQ0034-11-R-0043

ii. Offeror's Information: National NICC JV, LLC
100 N. Washington Street, Suite 200
Falls Church, VA 22046-4516
Phone: 703-752-2976; Fax: 323-417-4919

iii. Extent of Agreement: National NICC JV, LLC agrees without exception to all terms, conditions, and provisions included in the solicitation and to furnish any and all items upon which prices are offered at the prices set in each item, as detailed in our proposal.

iv. Authorized Negotiator: Mr. Tom Kearney
President, North Island Corporation
Telephone: 703-752-2976; Fax: 323-417-4919

Mr. Mark Bailey
President and CEO
Centennial Contractors Enterprises, Inc.
Telephone: 703-885-4614; Fax: 703-885-4603

National NICC JV, LLC, a joint venture between North Island Corporation and Centennial Contractors Enterprises, Inc., believes we offer the Pentagon a complete solution for this SABER contract. The principals of our joint venture are fully committed to this contract and have substantial resources to ensure success. We have the right experience, the comprehensive management systems, and a highly

Page 2 of 2

experienced and qualified management team necessary to successfully fulfill the role as part of a distinct and special support organization to the Pentagon. Our performance excellence in these areas is the best demonstration of our ability to perform successfully on this contract.

We are committed to working with you in a partnering relationship to make this contract a success.

Sincerely,
National NICC JV, LLC



Ms. Laura Roland
Director, Proposal Development
Centennial Contractors Enterprises, Inc.
Telephone: 703-885-4616; Fax: 703-885-4602



VOLUME III - COST/PRICE

- A. SF 1442 TAB
- SOLICITATION SECTIONS A-K WITH THE EXCEPTION OF Dincluded
- B. LETTER OF BONDABILITY..... TAB
- C. COEFFICIENTS..... TAB

Use or disclosure of data contained on this sheet is subject to the restriction on the cover of this proposal.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. HQ0034-11-R-0043	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03-Jun-2011	PAGE OF PAGES 1 OF 67
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. JHK031720111619	6. PROJECT NO.
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7. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155 TEL: _____ FAX: _____	CODE HQ0034	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> WHS - ACQUISITION DIRECTORATE 100 BOUNDARY CHANNEL DR. PENTAGON-MOC ARLINGTON VA 20001 TEL: _____ FAX: _____	CODE HQ0034
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9. FOR INFORMATION CALL:	A. NAME JAMES KIM	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 703.571.0450
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SOLICITATION

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

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

Title: Pentagon Simplified Acquisition of Base Engineering Requirements [SABER] Contract

This procurement consists of one solicitation with the intent to award to one offeror, whose proposal, conforming to the solicitation, is determined to provide the best value to the Government.

Contract Type: Indefinite Quantity
 Contract Duration: 5 years total [1-year base period with four, 1-year option periods]
 Maximum Ordering Threshold for duration of contract: \$30,000,000
 Minimum Guarantee for duration of contract: \$20,000

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

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

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 04:00 PM *(hour)* local time 06 Jul 2011 *(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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)
National NICCjv
100 N. Washington Street, Suite 200
Falls Church, VA 22046-4516
TIN: 27-0919146
DUNS: 831943225 Cage Code: 5PX01

15. TELEPHONE NO. (Include area code)
(703) 752-2976 (323) 417-4919 (fax)

16. REMITTANCE ADDRESS (Include only if different than Item 14)
See Item 14

CODE FACILITY CODE

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

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

Table with columns: AMENDMENT NO., 0001, 0002, 0003, 0004, and DATE. Values include 6/24/11, 6/27/11, 6/29/11, 6/29/11.

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Tom Kearney, Managing Venture Partner

20B. SIGNATURE Tom Kearney

20C. OFFER DATE 7/12/11

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT 23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract.

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) TEL: EMAIL:

30B. SIGNATURE 30C. DATE

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Period (12 months) FFP The Contractor shall provide design-build or bid-build construction services in accordance with the Statement of Work. Individual requirements are definitized by issuance of Task Orders. PURCHASE REQUEST NUMBER: JHK031720111619	1			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	Option Period 1 (12 months) FFP The Contractor shall provide design-build or bid-build construction services in accordance with the Statement of Work. Individual requirements are definitized by issuance of Task Orders. PURCHASE REQUEST NUMBER: JHK031720111619	1			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option Period 2 (12 months) FFP The Contractor shall provide design-build or bid-build construction services in accordance with the Statement of Work. Individual requirements are definitized by issuance of Task Orders. PURCHASE REQUEST NUMBER: JHK031720111619	1			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Period 3 (12 months) FFP The Contractor shall provide design-build or bid-build construction services in accordance with the Statement of Work. Individual requirements are definitized by issuance of Task Orders. PURCHASE REQUEST NUMBER: JHK031720111619	1			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Option Period 4 (12 months) FFP The Contractor shall provide design-build or bid-build construction services in accordance with the Statement of Work. Individual requirements are definitized by issuance of Task Orders. PURCHASE REQUEST NUMBER: JHK031720111619	1			

MAX
NET AMT

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$4,000.00		\$6,000,000.00
0002		\$4,000.00		\$6,000,000.00
0003		\$4,000.00		\$6,000,000.00
0004		\$4,000.00		\$6,000,000.00
0005		\$4,000.00		\$6,000,000.00

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
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0001	\$2,000.00	\$500,000.00
0002	\$2,000.00	\$500,000.00
0003	\$2,000.00	\$500,000.00
0004	\$2,000.00	\$500,000.00
0005	\$2,000.00	\$500,000.00

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.0 BACKGROUND

The Alterations Work Group (AWG), a component organization within the Washington Headquarters Services Facilities Support Directorate (FSD), mission is to provide minor construction, renovation, alteration, and engineering services in support of the Pentagon and other U.S. Department of Defense owned/leased facilities in the National Capitol Region (NCR) to include, but not limited to: Federal Office Building #2 (FOB #2/Navy Annex), Hybla Valley Federal Building, US Court of Appeals for the Armed Forces, Mark Center, and Raven Rock Mountain Complex.

2.0 STATEMENT OF NEED

AWG requires design-build/bid-build construction services to support its mission. The work to be included under this contract will involve disciplines from a variety of trades such as carpentry, electrical, plumbing, HVAC, painting, demolition, and concrete masonry.

3.0 DESCRIPTION

3.1 The contractor shall provide all management, labor, material, equipment, transportation, and supervision to accomplish various design-build/bid-build construction services at the Pentagon and other leased/owned facilities in the NCR. The diversity and volume of projects necessitates expeditious response and efficient management of Task Orders (TO) placed against the SABER Contract, see Section H: Task Ordering Procedures. The types of facilities include, but are not limited to medical facilities, secure areas, SCIF's, infrastructure, general office space, and pavements. Prompt response and execution of all TO's is required.

3.2 The contractor shall not perform any task until a Notice to Proceed (NTP) has been issued by the KO.

4.0 REQUIRED TASKS: The Contractor shall provide all labor and materials to successfully perform the following tasks--

4.1 Administrative:

4.1.1 Contractor Access: See section H—Pentagon Access Requirements

4.1.2 Invoicing: See section G—WAWF Invoicing instructions

4.1.3 Key Personnel – The Contractor shall provide staff members designated as key personnel in accordance with section 6 of this SOW. All staff members designated as key personnel shall meet or exceed the minimum required qualification and experience that corresponds with the position.

4.2 Task Orders: All task orders issued under this contract will either be a design-build construction project or a bid-build construction project. Sections 4.2.1 and 4.2.2 provide definitions for each. Attachment J-1 provides an estimate of the number of task orders expected to be issued annually.

4.2.1 Design-Build Construction: The Contractor shall provide all labor and material for developing architectural design, completing construction, and obtaining requisite permits in accordance with the Government's requirement for each Task Order. All design documents shall be stamped and sealed by a licensed architect or a professional engineer certified/licensed in the state where the project is located. For projects performed at the Pentagon, the architect/professional engineer must be licensed and certified in Virginia.

4.2.2 Bid-Build Construction: The Contractor shall provide all labor and material for the construction and obtaining requisite permits in accordance with the Government's

requirement for each Task Order. Construction Design documents will be provided by the Government for all design-bid-build projects.

- 4.2.3 The Contractor shall have technical staff, design facilities, and multi-discipline experience, either in-house or in conjunction with an A/E firm, to complete designs and drawings to support all work under this SOW. The Contractor's Technical Staff shall consist of architects and engineers, technicians, and specialists to support all work under this SOW. Designs and drawings shall include but not be limited to specifications, construction drawings, submittals, SOMM's, and as-built drawings.
- 4.2.4 The Contractor shall complete the design and drawings as required to accomplish the work. The design and drawings will clearly show the architectural, civil, structural, mechanical, and electrical, or other work as required to satisfy the requirements of the TO. The Contractor's design and drawings must comply with the Government's concept of requirements outlined in the RFP/TO.
- 4.2.5 In the event of a conflict between Federal, State, and Local codes, references, standard guidelines, or publications the most stringent standard shall apply.
- 4.2.6 Throughout the life of this contract, the TO POC shall be available to meet with the KO promptly after notification by telephone during regular business hours of the TO. The SOW POC shall be available to meet with the KO within 24 hours when there are no active TO's. The contracting office shall be able to contact the SOW POC by phone at all times.
- 4.2.7 Performance and Payment bonds in accordance with FAR 52.228-15 is required for all task orders.

4 PRICING TASK ORDERS

- 5.1 UNIT BOOK PRICING: The Contractor shall use RS MEANS® as the primary device for estimating labor and material costs required to complete the work specified in Task Orders. RS MEANS® does not cover every task that might be accomplished by specific trades. If work requirements cannot be directly developed using RS MEANS®, then the Contractor shall provide an alternate means to determine cost upon KO's approval.
- 5.2 The Contractor shall be responsible for obtaining this software and maintaining the most current version or update of RS MEANS® Cost Works, Facilities Construction Cost Data Estimating Program.
- 5.3 The "Bare Cost" unit price data provided by the RS MEANS® Company shall serve as the basis for establishing the value of the work performed on a unit price basis.
- 5.4 ECONOMIC COST ADJUSTMENTS: Economic cost adjustments for various project locations will be established through the use of RS MEANS® City Cost Indexes
 - 5.4.1 The Contractor shall use the calculation methods as prescribed in RS MEANS® to adjust national average costs for specific geographic locations.
 - 5.4.2 The Contractor shall use the city index that most accurately describe the geographic location of the project. For example, for task orders performed at the Pentagon, the Arlington, VA city index should be used. For task orders performed at the U.S. Court of Appeals for the Armed Forces, the Washington DC city index should be used. In the case where the location of the project is not expressly identified in R.S. Means as a city index, the contractor shall utilize the index with the closest proximity to the task order being performed.

5.5 NON-PREPRICED ITEMS (NPI): NPI's are labor, material, equipment, etc, costs that are required for performance of a Task Order, but are not represented (or only partially represented) in RS MEANS.

- 5.5.1 The contractor must include justification for any proposed non-prepriced items. The contractor shall first attempt to price all unit prices using the computerized database provided by RSMEANS® Cost Works. If an item is not included in this database or if the contractor's computer system is not available, the contractor shall use the hard copy of the RSMEANS® Facilities Construction Cost Data to price the items. If the contractor cannot locate a particular item in either of these sources, the contractor shall then extend the search to the following other RSMEANS® cost data guides before considering it a non-prepriced item.
- 5.5.2 When NPIs are proposed, the contractor shall submit three competitive quotes for same items.
- 5.5.3 In the event where obtaining three competitive quotes is not practicable, the contractor shall submit, in writing (as part of the task order proposal), documenting relevant reasons (e.g. market availability, sole-source, etc) why the submission of three competitive quotes was not performed.

NOTE: Although NPIs will be negotiated, this shall NOT be construed to include elements of work which are incidental to or customarily required for performance of a priced item of work.

5.6 EXCLUDED ITEMS: The following listed Divisions and their subdivisions of Division 01-General Requirements shall be fully excluded from use as line items in pricing Task Orders issued under this contract. These costs shall be covered in the contract coefficients.

- 5.6.1 Division 01200-Price & Payment Procedures
 - Subdivision 01250-Contract Modification Procedures
 - Subdivision 01290-Payment Procedures

Division 01300-Administrative Requirements

5.6.2 Items listed in the following paragraphs shall only be used in instances where special circumstances occur. Ordinarily, most of these items will be covered in the coefficient, but in some cases the expected incidental nature of such items of work becomes considerably more than incidental. For instance, cleanup and general housekeeping of the work area on a daily basis shall be included in the coefficient, but special cleanup procedures such as for highly specialized areas may be added as line items "above and beyond" what would normally be expected. Construction aids and facilities would normally be excluded, because line items in other parts of the Unit Price Book already cover them. Barriers and enclosures should usually be part of the coefficient, because contractors should own a certain amount of sawhorses, traffic cones, temporary fencing, etc., and when some of these are used, they can be re-used in other projects. However, when a delivery order calls for specialized traffic control devices, or barriers and/or fencing of an unusual type, then these line items are allowable to cover the special need. Rubbish handling and dump charges shall be allowed on all projects where any substantial amount of debris is accumulated. Paragraph d. concerning dewatering shall be handled as indicated.

- a. Division 01100-Summary, Subdivision 01107 – Professional Consultant
- b. Division 01500-Temporary Facilities and Controls
 - Subdivision 01520-Construction Facilities
 - Subdivision 01540-Construction Aids
 - Subdivision 01550-Vehicular Access and Parking
 - Subdivision 01560-Barriers and Enclosures
 - Subdivision 01740-Cleaning

- c. Division 02200-SitePreparation
 - Subdivision 02225/730-Rubbish Handling
 - Subdivision 02225/740-Dump Charges

- d. Division 02220-Site Preparation,
 - Subdivision 02225/500-Dewatering is partially excluded in that excavations that are called for in the task order that become filled with water due to inclement weather or that is resultant from the contractor's negligence through rupturing utilities shall be dewatered at the contractor's expense and not paid for as a separate line item.

e. Additional quantities/items for waste, lap, damages due to delivery, protection of government property, license, certifications, etc. will not be allowed in the estimates. These costs shall be accounted for in the contractor's coefficient. Line items in the UPG/UPB are installed prices, complete with material, labor and equipment cost, unless otherwise noted.

- 5.7 COEFFICIENTS: The coefficients will be applied to the total of all direct material and direct labor costs as identified in R.S. Means or non-prepriced items in order to reflect the Contractor's indirect costs (as well as costs identified as excluded items in section 5.6) and profit. The coefficients for this contract is divided into "Main" and "Adjustment" categories.

- 5.7.1 **Main Coefficients:** This category of coefficient can be either "UNIT BOOK PRICING" or "NON-PREPRICED" Coefficients. For every task order under the SABER contract, one or a combination of these coefficients will apply.

- 5.7.1.1 UNIT BOOK PRICING: The Contractor shall apply this coefficient for R.S. Means line items used to develop prices for bid-build construction task orders being performed during standard construction work hours.

- 5.7.1.2 NON-PREPRICED: The Contractor shall apply this coefficient for Non-prepriced line items used to develop prices for bid-build construction task orders being performed during standard construction work hours

- 5.7.2 **Adjustment Coefficients:** This category of coefficients provides price adjustments that reflects special Task Order requirements. The adjustment coefficients are distinctly identified as "NON-STANDARD HOURS", "SPECIAL SECURITY", or "DESIGN-BUILD". One or both adjustment coefficients may apply in accordance with the Task Order requirements.

- 5.7.2.1 NON-STANDARD HOURS: The Contractor shall apply this coefficient for construction projects that will be performed during non-standard work hours.

- 5.7.2.2 SPECIAL SECURITY: The Contract shall use this coefficient for bid-build construction Task Orders being performed during normal construction work hours where special security requirements apply (See Section H: Special Security Requirements)

- 5.7.2.3 DESIGN-BUILD: The Contractor shall apply this coefficient for design-build construction task orders requiring Architecture-Engineering services.

- 5.7.3 **Sample Calculations:** The following table shows sample calculations that demonstrates how the coefficients will be applied. ***The numerical values for the coefficients shown are examples only. The actual coefficients used during the contract will be determined by the coefficients proposed by the successful offeror.***

- Example 1:*** Task Order for a bid-build construction project to be performed during non-standard hours. All elements of the task order is priced using R.S. Means.

- Example 2:*** Task Order for a design-build construction project to be performed during standard hours in a location where special security requirements apply. All elements of the task order is priced using non-prepriced items.

- Example 3:*** Task Order for a design-build construction project to be performed during non-standard hours at a location where special security requirements apply. Task order requirements are priced using a combination of R.S. Means and non-prepriced items.

	Example 1	Example 2	Example 3
Subtotal: R.S. Means Items	\$100,000	\$0	\$50,000
Subtotal: Non-Prepriced Items	\$0	\$100,000	\$50,000
Main Coefficient			
Unit Book Pricing	0.95	---	0.95
Non-Prepriced Items	---	1.1	1.1
<i>Total Prior to Adjustment</i>	<i>\$95,000</i>	<i>\$110,000</i>	<i>(\$50,000 x 0.95) + (\$50,000 x 1.1) = \$102,500</i>
Adjustment Coefficient			
Non-Standard Hours	1.05	---	1.05
Design-Build	---	---	1.08
Special Security	---	1.2	1.2
TOTAL PRICE	\$ 99,750	\$132,000	\$139,482

5.7.4 In the event the Government exercises its unilateral right under FAR clause 52.217-8 - Option to Extend Services, the coefficients for the performance of task orders during this period will be the latest coefficient(s) agreed upon in the contract or subsequent modifications..

6 **KEY PERSONNEL:** The contractor shall provide a staff to respond to the requirements of this contract. Prior to making changes in management staff, the Contractor shall notify the KO in writing 30 days prior to any changes in his proposed management staff as set forth in his original proposal. The Contractor shall maintain a management staff with comparable ability and experience to the staff listed in the management proposal

6.1 **PROGRAM MANAGER:** The Contractor shall designate a Program Manager that has overall responsibility for the contract execution. The Program Manager shall be responsible for the complete coordination of all administration and work under existing and proposed TO's. The Program Manager shall be responsible for ensuring that internal controls and review procedures are followed in order to eliminate conflicts, errors and omissions, and for ensuring that all technical requirements are met. This individual shall serve as the single POC and liaison between the KO and the Contractor. The table below shows the minimum qualification and experience required for this position.

6.2 **DESIGN ENGINEER:** The Contractor shall designate a Design Engineer that has overall responsibility for all architecture-engineering functions required for task order execution. The table below shows the minimum qualification and experience required for this position.

Position	Minimum qualification requirement
Project Manager	- Active Certified Construction Manager (CCM) certified by the Construction Manager Certification Institute. - Active Project Management Professional (PMP) certification issued by the Project Management Institute - 10 years design-build/bid-build construction management experience

Design Engineer	- Licensed Professional Engineer in Virginia/Pennsylvania/District of Columbia - 5 years of construction engineering experience
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7 AUTHORITY HAVING JURISDICTION (AHJ)

In the event where the differences in the interpretation of code cannot be resolved through discussion between the contractor and the contracting officer, the Director of the Defense Facilities Directorate/Washington Headquarters Services, shall be the the AHJ for providing interpretation of code. The AHJ shall function as an advising official to the Contracting Officer. Based on the AHJ's recommendation, the Contracting Officer will issue a written determination in accordance with FAR 52.233-1.

Waivers for not complying with certain codes shall only be requested in special circumstances where life safety is compromised, historic preservation could be impacted, or major constructability difficulties would result. When a waiver is requested and approved, the Contractor shall not commence such changes until written approval is provided by the Contracting Officer.

7 PROTECTION OF CONTRACTOR'S EQUIPMENT AND GOVERNMENT PROPERTY

- 7.1 Contractor supplied equipment is the sole responsibility of the Contractor.
- 7.2 The contractor shall secure supplies, equipment, and property and protect same from damage. The Government shall not be liable for the theft, vandalism, or damage of contractor supplies, equipment, or property.
- 7.3 Material or equipment the Contractor removes and which requires reinstallation as part of the TO shall be the responsibility of the Contractor. Material or equipment damaged during construction shall be replaced with material or equipment of equal quality, value, and function by the Contractor at his expense. Replaced material or equipment shall be approved by the Contracting Officer (KO).

8 SCHEDULING WORK

- 8.1 The finalized design schedule and construction schedule shall be submitted to the KO within three days of the issuance of a TO
- 8.2 Before any work is initiated under a TO, the Contractor shall coordinate with the Government and agree on a sequence of procedures, means of access to premises and building, space for storage of material and equipment, delivery of material and equipment, use of approaches, corridors, stairways, and elevators.
- 8.3 When specifically requested by the Government, the work shall be completed in definite sections or areas and confined to limited areas that shall be completed before work in other areas. These areas shall be clearly annotated and noted in the TO or on the construction drawings.
- 8.4 Standard construction work hours are from 6am – 6pm Monday thru Friday, excluding Federal Holidays.
- 8.5 Non-Standard Construction Hours: Construction work that generates excessive noise, as determined by the KO, shall be accomplished outside the hours of 6am – 6pm Monday thru Friday excluding Federal Holidays. This may be modified depending on the section of the building work is to be completed.

8.6 Variations from the aforementioned hours in paragraphs 6.4 and 6.5 shall be established in the RFP and/or TO.

9 SUBMITTALS

9.1 The Contractor shall submit material information and shop drawings to the KO for approval, prior to ordering or invoicing for materials. No payment shall be made for materials that have not been approved prior to invoicing.

10 DELIVERABLES

10.1 The Contractor shall provide as-built drawings in support of and as required by each TO. As-built drawings shall be in sufficient detail to adequately describe and depict the completed work.

10.2 The System Operations and Maintenance Manuals (SOMM's) shall be provided in a bound document which is clearly tabbed, indexed, and marked. The manuals shall include as a minimum the manufacturer's name, model number, service manual, and parts list for each major system component and subcomponent.

10.3 As-built drawings and SOMM's submission for review and approval shall be submitted to and approved by the KO prior to final disbursement.

10.4 Designs, construction drawings, specifications, submittals, SOMM's, and as-built drawings shall be completed in accordance with the Pentagon Renovation and Construction Program Electronic Data Standards (EDS) and the Washington Headquarters Services Project Standards Manual (see Attachment J-5).

11 WORK IN OCCUPIED AREAS

11.1 All work shall be coordinated by the Contracting Office and Contractor to minimize inconvenience to occupants. It shall be the Contractor's responsibility to take whatever measures are necessary to assure the protection of occupants, their assets, furnishings, equipment, and to perform the work so as to cause minimum disruption of ongoing activities.

11.2 Appropriate noise control shall be employed at all times.

12 INAPPROPRIATE WORKER BEHAVIOR

12.1 The Contractor assumes responsibility for the actions of all of his employees, sub-contractors, and suppliers when on Government Facilities.

12.2 The Contractor shall comply with Title 32, CFR part 234 for work on the Pentagon Reservation

Section E - Inspection and Acceptance

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

WHS A&PO WAWF INVOICING INSTRUCTIONS (Apr 2010)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition & Procurement Office (WHS A&PO) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <https://wawf.eb.mil>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. **Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.**

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and register to use WAWF at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to submit the following invoice type:

2-n-1 - Services Only, including Construction

****Do NOT use the WAWF Construction invoice type – it is not permitted for invoices paid in the MOCAS system**

Combo - Supplies Only

Combo - combination of Supplies and Services

Cost Voucher - Cost Type/Reimbursable Contracts

****Cost Vouchers are only used when contracts/orders require invoices be sent to DCAA for approval.**

Grant and Cooperative Agreement Voucher – requesting payment for a Grant or Cooperative Agreement

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab.
Fill in all applicable information under each tab.

With the exception of extensions, the following required information should automatically populate in WAWF; if it does not populate, or does not populate completely or correctly, enter the following information as noted:

Contract Number	
Delivery Order	
Pay DoDAAC	
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extension	

Service Acceptor DODAAC/Extension <u>or</u> Ship to DODAAC/Extension <u>or</u> Service Approver DODAAC/Extension <u>or</u> Grant Approver DODAAC/Extension	
DCAA Auditor DODAAC/Extension	
LPO DODAAC	Leave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a "Z" suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix "SER" for 2-in-1 invoices and prefix "BVN" for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- Unit Price
- Unit of Measure
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ACRN.

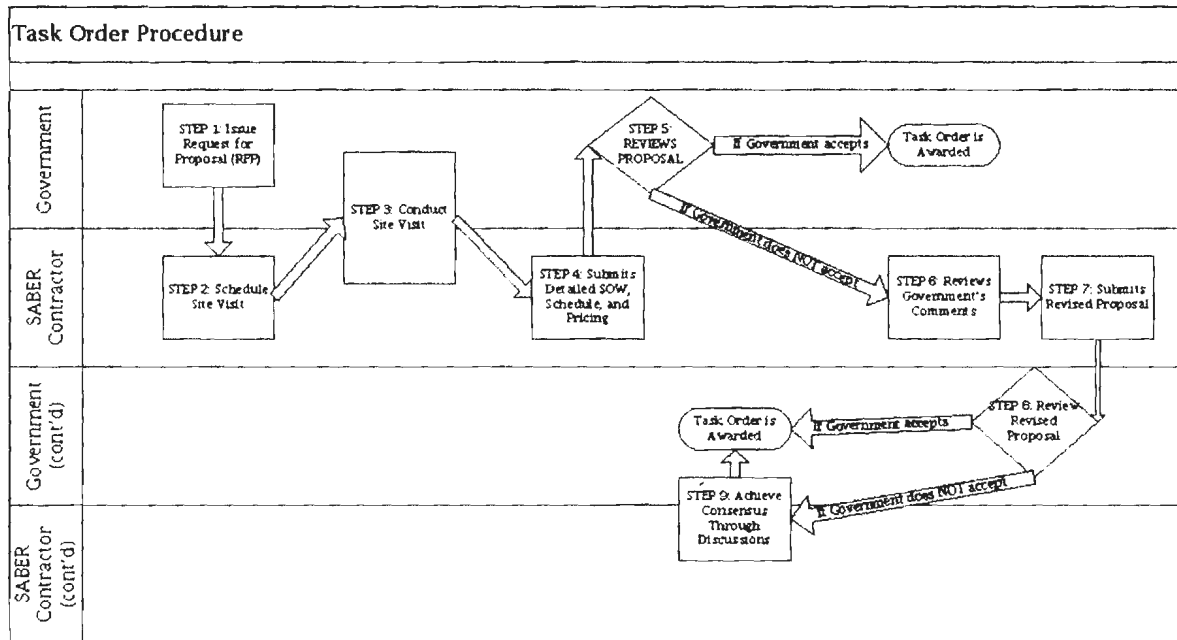
Before closing out of an invoice session in WAWF but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address (Add the contract specialist's email address – even if already designated above as the point of contact, in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

Section H - Special Contract Requirements

TASK ORDERING PROCEDURES

The following picture provides a graphical representation of the process that will be used to issue task orders under this contract:



STEP 1 – Issuance of Request for Proposal (RFP)

The Contracting Officer (KO) will submit a RFP to the Contractor’s Project Manager, describing the Government’s requirement via E-Mail. At a minimum, the RFP package will include: (1) a Statement of Objectives (SOO); (2) the magnitude of construction.

Statement of Objectives: The SOO will contain a general description of the Government’s required objectives for a design-build or a bid-build construction project. At a minimum, the SOO will include--.

- (1) Purpose;
- (2) Scope or mission;
- (3) Period and place of performance;
- (4) Background;
- (5) Performance objectives, *i.e.*, required results; and
- (6) Any operating constraints.
- (7) POCs for the KO and the COR.

Note: The SOO will not become a part of the finalized Task Order.

Magnitude of Construction: The magnitude of construction will be expressed in term of the following estimated price ranges--

- \$2,000 - \$10,000
- \$10,001 - \$25,000
- \$25,001 - \$50,000

\$50,001 - \$75,000
\$75,001 - \$100,000
\$100,001 - \$200,000
\$200,001 - \$500,000

As part of the RFP package, the Government may also provide any of the following information on an as-needed basis: concept-level design drawings (i.e. $\leq 35\%$ design), construction design drawings (i.e. $\geq 65\%$ designs), SOMMs, pictures, Statement of Work, required material specifications, etc.

STEP 2 – Contractor schedules Site Visit

As soon as practicable, but no later than 2 business days from submission of the RFP, the Contractor shall contact the KO and the COR in order to schedule a site visit (unless this requirement is waived in writing as part of the RFP package).

STEP 3 – Conduct Site Visit

The Government and the Contractor will conduct a site visit at the location of the work to be performed.

STEP 4 – Contractor Submits Proposal

The Contractor shall submit its proposal. At a minimum, the proposal shall include the Statement of Work, Project schedule, and the price proposal.

Statement of Work: The Statement of Work (SOW) submitted by the Contractor will be incorporated into the Task Order as the official requirement document. At a minimum, the SOW will include--

- (1) General summary of the work to be performed;
- (2) Detailed description of the work to be performed – divided into major task areas and the methods utilized to achieve each identified task area;
- (3) Period and place of performance;
- (4) Operating Hours;
- (4) Deliverables;
- (7) Special Considerations
- (8) Contractor Points of Contact for the Design Team Manager (for design-build task orders), Project Superintendent, and Quality Control Manager that includes:
 - A. Office phone number.
 - B. Business cell phone number.
 - C. Business email address.
 - D. Business street address.
 - E. Business fax number.

Project Schedule: The project schedule shall identify and specify estimated duration for each major task area measured in terms of “days from issuance of task order”. The total duration of the project schedule must equal the duration of the period of performance referenced in the SOW.

Price Proposal: The price proposal shall be submitted in MS Excel format. The Contractor shall itemize each cost element in its price proposal. Each itemized cost element should include the R.S. Means line item number, description, unit, and quantity. Please see Section C-- Statement of Work/section 5 – Pricing Task Orders for a detailed guidance on developing price proposals.

Proposal Submission Time Requirements: The Contractor shall submit its proposal within the time limits set forth in the following guidelines—

Design-Build Task Order	
<i>Magnitude of Construction</i>	<i>Days*</i>
\$2,000 - \$25,000	7
\$25,001 - \$75,000	14
\$75,001 - \$200,000	21
\$200,001 - \$500,000	28

Bid-Build Task Order	
<i>Magnitude of Construction</i>	<i>Days*</i>
\$2,000 - \$25,000	5
\$25,001 - \$75,000	10
\$75,001 - \$200,000	15
\$200,001 - \$500,000	20

**Days are calendar days calculated from the date of the site visit.*

The Government reserves the right to require shorter or longer deadlines for submission of proposals for unique requirements. The Government will indicate deviations to the above submission time requirements in the RFP.

STEP 5 – Government Reviews Proposal

The Government will review the Contractor’s proposal package. This step may involve communication and/or clarification between the Government and the Contractor.

If the Government accepts the Contractor’s Proposal: The Contracting Officer will issue a task order for the Contractor’s review and signature. If the Contractor discovers ambiguities, mistakes, or inconsistencies made by the Government during its review of the Task Order, the Contractor shall notify Contracting Officer immediately and request any applicable changes. In the absence of such request, the Contractor signs the Task Order, indicating the signator’s acceptance of all terms and conditions of the Task Order. Once the Contractor submits the signed copy of the Task Order, the Contracting Officer will then sign the Task Order, thereby, legally binding the Government into a contractual relationship with the Contractor under the terms and conditions of the Task Order.

If the Government does NOT accept the Contractor's Proposal: The Contracting Officer will submit its comments and/or requested changes to the proposal for the contractor's review.

STEP 6 – Contractor Reviews the Government's Comments and/or Requested Changes

STEP 7 – Contractor Submits Revised Proposal

If the Contractor accepts all or some of the requested changes, the Contractor shall submit a revised proposal reflecting those changes. For requested changes not accepted by the Contractor, the Contractor shall indicate the reason why those changes were not accepted in its revised proposal.

If none of the requested changes are accepted by the Contractor, proceed to STEP 9.

STEP 8 – Government Reviews Revised Proposal

If the Government accepts the Contractor's revised proposal: The Contracting Officer will issue a task order for the Contractor's review and signature. If the Contractor discovers ambiguities, mistakes, or inconsistencies made by the Government during its review of the Task Order, the Contractor shall notify Contracting Officer immediately and request any applicable changes. In the absence of such request, the Contractor signs the Task Order, indicating the signator's acceptance of all terms and conditions of the Task Order. Once the Contractor submits the signed copy of the Task Order, the Contracting Officer will then sign the Task Order, thereby, legally binding the Government into a contractual relationship with the Contractor under the terms and conditions of the Task Order.

If the Government does NOT accept the Contractor's Proposal, proceed to STEP 9.

STEP 9 – Negotiation through Discussions

The purpose of this step is to establish concurrence between the Government and the Contractor regarding issues could not be resolved in the prior steps through discussions. The Contracting Officer will establish a time, location, and the method of the discussion meeting. The Contracting Officer will determine the required participants for the Government and the Contractor. The Contractor may request additional or substitute attendees for the meeting, subject to the approval of the Contracting Officer.

If consensus is achieved through discussions: The Contracting Officer will issue a task order for the Contractor's review and signature. If the Contractor discovers ambiguities, mistakes, or inconsistencies made by the Government during its review of the Task Order, the Contractor shall notify Contracting Officer immediately and request any applicable changes. In the absence of such request, the Contractor signs the Task Order, indicating the signator's acceptance of all terms and conditions of the Task Order. Once the Contractor submits the signed copy of the Task Order, the Contracting Officer will then sign the Task Order, thereby, legally binding the Government into a contractual relationship with the Contractor under the terms and conditions of the Task Order.

If consensus is NOT achieved through discussions: The Government will reject the Contractor's proposal. At this point, the Government may either procure the required construction services through other sources/methods or unilaterally issue a task order to the Contractor for performance incorporating the task order Statement of Work and all applicable terms and conditions of the contract.

WAGE DETERMINATIONS

The U.S. Department of Labor wage determinations applicable for all task orders during the effective period of the contract are as follows (Please see Attachment J-7 for all wage determinations listed in this section):

Location	Wage Determination
Arlington, VA	VA100189
Alexandria, VA	VA100186
Fairfax, VA	VA100198
Washington, DC	DC100004
Adams County, PA	PA100016

Note: The wage determinations referenced above are current as of 6/1/2011. These wage determinations may be modified during the effective period of the contract to reflect changes in applicability and updates.

PENTAGON ACCESS REQUIREMENTS

ACCESS TO THE PENTAGON RESERVATION

a. All Prime and Sub-Contractor personnel shall be required to obtain and maintain a DOD Building Pass for access to the Pentagon. Personnel without a current background investigation (as verified through JPAS) shall provide the following personal identification information to allow the Government to conduct a records check through the National Crime Information Center (NCIC):

- FULL NAME
- SOCIAL SECURITY NUMBER
- DATE OF BIRTH
- PLACE OF BIRTH (Country if non-citizen)
- RACE
- SEX
- HEIGHT
- WEIGHT
- CITIZENSHIP (Non-US citizens shall provide Immigration Number and Country of origin) Expiration Date

b. All requests for DOD Building Passes shall be submitted by the Prime Contractor and validated through the Contracting Officer's Representative.

c. The employee shall be required to present at least one Government issued (State or Federal) Photo ID, original Social Security Card, and if non-citizen, current work authorization and Passport at the time of application. Each individual shall also be required to present two forms of identification when presenting for Building Pass issue.

d. Upon successful adjudication of the NCIC inquiry, the individual shall be issued the appropriate DOD Building Pass. Personnel that do are not favorably adjudicated shall be denied a DOD Building Pass and access to the Pentagon.

SPECIAL SECURITY REQUIREMENTS

In addition to the general requirement for Pentagon Access, some DoD Facilities restrict access to US citizens only. The Contractor's on-site staff designated to Task Orders with this Special Security requirement shall all be U.S. citizens. Approximately three to five Task Orders per year may possess this requirement. The Government reserves the right to exceed three to five projects a year based on Government requirements.

CONTRACTOR ACCESS CONTROL POINT OF CONTACT

a. The Prime Contractor shall, within five calendar days after contract award, identify by name, a primary and alternate point of contact for coordination of Building Passes for Prime and Sub-Contractors.

b. Requests for DOD Building Passes from Sub-Contractors or persons other than the Prime Contractor POC or alternate POC will not be processed.

PARKING ON THE PENTAGON RESERVATION

a. Parking on the Pentagon Reservation is by permit only, and illegally parked and/or unregistered vehicles shall be towed at the owner's expense. The Government will provide designated parking space(s) for the contractor.

b. Specific personal and commercial vehicle/truck parking for facilities other than Pentagon Reservation shall be defined per task order.

FEDERAL HOLIDAYS

THE FOLLOWING LEGAL HOLIDAYS ARE OBSERVED:

New Year Day	1 January
Martin Luther King Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	11 November
Thanksgiving Day	4 th Thursday in November
Christmas	25 December

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; Holidays falling on Sunday will be observed on the following day. Any request to work on these days must be submitted in writing to the Contracting Officer a minimum of 3 working days in advance. Approval to work on holidays or other than standard hours of work will be at the Contracting Officer's discretion.

SAFETY AND ENVIRONMENTAL MGMT

SAFETY & ENVIRONMENTAL (S&EM) MANAGEMENT PLAN

Project specific S&EM plans shall be defined per task order and submitted to and approved by the Government prior to commencement of work. Government approval does not relieve the Contractor's responsibility of compliance with laws, rules, regulations, statutes or codes. Contractor is responsible for obtaining all S&EM-related permits from local and state jurisdictions where the work is performed.

Asbestos and Lead-Based Paint: When work is in areas suspected of containing asbestos or lead-based paint, the Contractor shall notify the COR immediately. If asbestos and/or lead-based paint are encountered during the course of a project, work shall cease immediately and the COR notified.

Historical, Archaeological, and Cultural Resources. The Contractor shall be responsible for the preservation of any historical, archaeological or cultural resources encountered during this contract. If such resources are discovered during the contract work, all activities that may damage or alter such resources shall be temporarily suspended and the Contractor shall immediately notify the Contracting Officer.

Monitoring of Water Resources. Monitoring of water areas affected by demolition activities shall be the responsibility of the Contractor. All water areas affected by demolition activities shall be monitored by the Contractor.

Odors. Odors shall be controlled at all times for demolition activities, processing, and preparation of materials.

Monitoring of Air Quality. Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the demolition activities shall be monitored by the Contractor. Monitoring results will be periodically reviewed by the Government to ensure compliance.

Sound Intrusion. The Contractor shall keep demolition activities under surveillance, and control, to minimize the noise of the environment.

Dust Control: The amount of dust resulting from the Contractor's work shall be controlled to prevent the spread of dust and to avoid creation of a nuisance in the surrounding area. Wet mops using plain water may be utilized, but will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding, pollution, or slipping hazard. Measures shall also be taken for dust control along haul routes and equipment parking areas. Method or methods of dust control shall be subject to the Contracting Officer's approval.

In the event the Contractor's activities requires them to traverse into another Government Contractor's construction zone, the Contractor and their subContractors shall be responsible for participating in the other Contractor's safety training program.

HAZARDOUS MATERIAL IDENTIFICATION. The latest version of the Federal Standard No. 313 (Material Safety Data Sheet, Preparation and Submission of) includes criteria for identification of hazardous materials. Hazardous material data (Material Safety Data Sheets (MSDS)) are required---

- (1) As specified in the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract);
- (2) For any other material designated by a Government technical representative as potentially hazardous and requiring safety controls.
- (3) MSDSs must be submitted by the apparent successful offeror prior to contract award, unless the offeror certifies that the supplies are not hazardous. Failure to provide MSDSs or certificate when requested could result in the offeror being considered non-responsive.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-14	Limitations On Subcontracting	DEC 1996
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 Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-30	Davis-Bacon Act--Price Adjustment (None or Separately Specified Method)	DEC 2001
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	DEC 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-10	Notice of Buy American Act Requirement--Construction Materials	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	SEP 2009
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007

252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JAN 2009
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.247-7023	Transportation of Supplies by Sea	MAY 2002

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

The Contractor shall be required to (a) commence work under this contract within the time period specified on each Task Order after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the end date of the period of performance as specified on each Task order. The time stated for completion shall include final cleanup of the premises.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount specified on each Task Order 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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued at any time during the period of performance of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$2,000,000; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 from the end date of the period of performance of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 at any time within 60 days of the end date of the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 66 months.

(End of clause)

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
28%	[Insert Goals]

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 Washington, District of Columbia
Virginia, Alexandria, Arlington, Fairfax
Raven Rock, Pennsylvania
(End of provision)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

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

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

Cost of components means--

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

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

Domestic construction material means--

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

(2) A construction material manufactured in the United States, if--

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)

(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 \$150,000 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 the 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)

CLAUSES INCORPORATED BY FULL TEXT

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting

Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract. or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary

licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as

evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for

accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: To be specified on each Task Order

Address: To be specified on each Task Order

Telephone: To be specified on each Task Order

(End of provision)

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

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

(b) An organized site visit has been scheduled for--

To be specified on each Task Order

(c) Participants will meet at--

To be specified on each Task Order

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

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/far/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

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

Washington Metropolitan Area District Office
740 15th Street N.W., 3rd Floor
Washington, DC 20005-3544

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

(c) The 8(a) Contractor agrees that--

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

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

(End of Clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

Drawings will be incorporated on an as-needed basis for each Task Order.

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for

any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment	Title
J-1	Annually Estimated Number of Task Orders
J-2	Past Performance Questionnaire Letter
J-3	Past Performance Questionnaire
J-4	Coefficients
J-5	Sample Calculation for Price Evaluation
J-6	WHS Project Standards Manual
J-7	Wage Determinations

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.215-6	Place of Performance	OCT 1997
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 2011)

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

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

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

(b) Representations. (1) The offeror represents as part of its offer that it is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [squ] is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [s] is, [s] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 236220- assigned to contract number HQ0034-11-D-####.

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

(End of clause) **National NICCJV Tom Kearney, Managing Venture Partner**
 signature: Tom Kearney Date: 7/12/2011

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2010)

As prescribed in 204.1202, substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8:

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://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/DFARS 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.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ZURICH AMERICAN INSURANCE COMPANY**

July 7, 2011

WHS -ACQUISITION DIRECTORATE
100 Boundary Channel Drive, Pentagon-MOC
Arlington, VA 20001

Re: Request for Proposal
Solicitation No. HQ0034-11-R-0043 Pentagon 8(a) SABER
Pentagon Simplified Acquisition of Base Engineering Requirements (SABER) Contract

To Whom It May Concern:

We understand that National NICC JV, LLC, a joint venture of Centennial Contractors Enterprises, Inc. and North Island Corporation, has submitted a proposal on the above captioned project. Travelers Casualty and Surety Company of America and Zurich American Insurance Company have the pleasure of extending surety credit to Centennial Contractors Enterprises, Inc. Centennial Contractors Enterprises, Inc. currently has an aggregate Co-Surety Program in excess of (b)(4) with Travelers Casualty and Surety Company of America and the Zurich American Insurance Company as co-sureties, and has more than adequate capacity to provide required Performance and Payment Bonds in excess of \$6 million in amount of behalf of National NICC JV, LLC, as may be required in connection with this contract. Centennial Contractors Enterprises, Inc. has an enviable performance attract record and is held in the highest regard by their co-sureties.

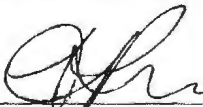
At the present time Travelers Casualty and Surety Company of America and Zurich American Insurance Company are in the position to provide the required performance and payment bonds for the above referenced project but reserves the right to perform normal underwriting at the time of the final bond request, to include but not be limited to an assessment of the project contract documents.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond.

If we can provide any further assurance or assistance, please do not hesitate to call upon us.

Signed, Sealed and dated 7th day of July, 2011

Travelers Casualty and Surety Company of America,
Zurich American Insurance Company

By: 
Sonia Rogers, Attorney-in-Fact

SURETY ACKNOWLEDGMENT

State of New York)

City of New York) ss:

County of New York)

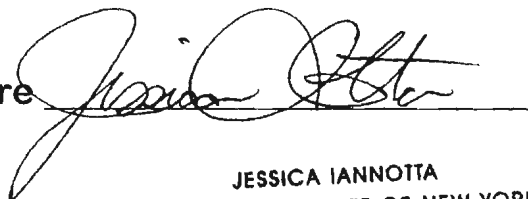
On 7th day of July 2011 before me, Jessica Iannotta Notary Public, personally appeared Sonia Rogers who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature



JESSICA IANNOTTA
NOTARY PUBLIC-STATE OF NEW YORK
No. 011A6239917
Qualified in New York County
My Commission Expires April 25, 2015



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223468

Certificate No. 004150391

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, an Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert McDonough, Glenn Pelletiere, Vivian Carti, Halina Kazmierczak, Cynthia Farrell, Sandra Diaz, Thomas Rhatigan, Evangelina L. Dominick, Annette Leuschner, Valorie Spates, Jessica Iannotta, McKeeva Summerford and Sonia Rogers

of the City of New York, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 4th day of April, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

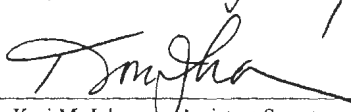
RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of July, 20 11

Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 40,788,176	UNEARNED PREMIUMS	\$ 813,054,297
BONDS	3,817,487,280	LOSSES	920,220,402
INVESTMENT INCOME DUE AND ACCRUED	53,309,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,528,742
PREMIUM BALANCES	179,028,702	LOSS ADJUSTMENT EXPENSES	477,495,946
NET DEFERRED TAX ASSET	67,793,379	COMMISSIONS	31,967,828
REINSURANCE RECOVERABLE	28,960,685	TAXES, LICENSES AND FEES	53,079,669
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,025,660	OTHER EXPENSES	34,523,822
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,844,000	FUNDS HELD UNDER REINSURANCE TREATIES	96,187,983
UNDISTRIBUTED PAYMENTS	4,507,656	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,768	REMITTANCES AND ITEMS NOT ALLOCATED	9,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,691,395
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,289,979
		POLICYHOLDER DIVIDENDS	7,479,605
		PROVISION FOR REINSURANCE	5,357,627
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(60,388,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,053,975
		TOTAL LIABILITIES	\$ 2,436,094,011
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,361,840,752
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,802,224,512
TOTAL ASSETS	\$ 4,238,258,523	TOTAL LIABILITIES & SURPLUS	\$ 4,238,258,523

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF APRIL, 2011

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2012



ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existi under the laws of the State of New York does hereby nominate, constitute and appoint Annette LEUSCHNER, Valorie SPATES, Sand DIAZ, Evangelina L. DOMINICK, Cynthia FARRELL, Jessica IANNOTTA, Mekeeva SUMMERFORD, Sonia ROGERS and Vivia CARTI, all of New York, New York, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, see and execute in its behalf, during the period beginning with the date of issuance of this power, : any and all bonds and undertaking recognizances or other written obligations in the nature thereof, and to bind ZURICH AMERICAN INSURANCE COMPANY thereb; and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made an executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law ha not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board o Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 17th day of May, A.D. 2011. This power of attorney revokes that issued on behalf of Annette LEUSCHNER, Valorie SPATES, Sandra DIAZ, Evangelina L. DOMINICK, Cynthia FARRELL, Jessica LANNOTTA, Mekeeva SUMMERFORD, Sonia ROGERS, Vivian CARTI, dated May 4, 2011.



ZURICH AMERICAN INSURANCE COMPANY

Eric D. Barnes

Frank E. Martin Jr.

STATE OF MARYLAND }
CITY OF BALTIMORE }

SS: Eric D. Barnes Secretary Frank E. Martin Jr. Vice President

On the 17th day of May, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



Maria D. Adams

Notary Public My Commission Expires: July 8, 2011

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

the 7th day of July 2011

Gregory E. Murray

Gregory E. Murray Secretary

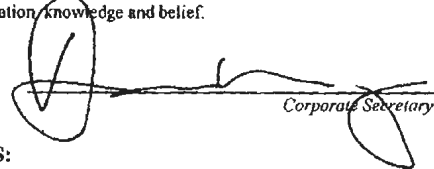


ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2010 and December 31, 2009

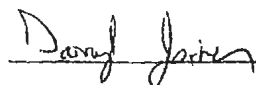
	12/31/2010	12/31/2009
Assets		
Bonds	\$ 18,919,367,229	\$ 18,856,255,156
Preferred Stock	881,155	983,952
Common Stock	2,164,868,224	2,414,799,006
Real Estate	-	-
Other Invested Assets	2,064,283,585	1,955,583,185
Short-term Investments	201,721,691	442,083,498
Receivable for securities	-	924,864
Cash and cash equivalents	295,413,702	81,175,295
Securities lending reinvested collateral assets	355,288,472	-
Employee Trust for Deferred Compensation Plan	123,641,790	115,265,399
Total Cash and Invested Assets	\$ 24,125,465,848	\$ 23,867,070,354
Premiums Receivable	\$ 3,435,875,097	\$ 3,789,891,423
Funds Held with Reinsurers	62,508,828	17,543,464
Reinsurance Recoverable	217,412,579	334,417,233
Accrued Investment Income	155,412,983	153,168,265
Federal Income Tax Recoverable	864,441,400	938,076,547
Due from Affiliates	84,104,105	270,234,627
Other Assets	475,167,605	565,343,140
Total Assets	\$ 29,420,388,445	\$ 29,935,745,054
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAR Reserves	\$ 14,303,526,826	\$ 14,457,673,205
Unearned Premium Reserve	4,266,385,678	4,286,806,531
Funds Held with Reinsurers	220,452,519	249,802,186
Loss In Course of Payment	326,096,480	416,324,234
Commission Reserve	129,070,777	154,104,769
Federal Income Tax Payable	53,201,046	24,130,322
Remittances and Items Unallocated	47,400,078	152,534,594
Payable to parent, subs and affiliates	130,008,907	304,648,750
Provision for Reinsurance	64,548,922	74,859,513
Ceded Reinsurance Premiums Payable	138,866,405	62,782,469
Securities Lending Collateral Liability	356,743,459	328,068,754
Other Liabilities	2,009,922,767	2,006,859,109
Total Liabilities	\$ 22,046,223,864	\$ 22,518,594,436
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	1,533,000,000	1,883,000,000
Special Surplus Retroactive Reinsurance	96,392,000	101,720,000
Change in Net Deferred Tax Asset	321,550,097	348,814,703
Cumulative Unrealized Gain	132,277,573	(74,742,079)
Dividends Undeclared	-	-
Loss Portfolio Transfer Account	-	-
Unassigned Surplus	891,813,591	759,226,673
Total Policyholders' Surplus	\$ 7,374,164,581	\$ 7,417,150,618
Total Liabilities and Policyholders' Surplus	\$ 29,420,388,445	\$ 29,935,745,054

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2010, according to the best of my information, knowledge and belief.

State of Illinois
 County of Cook

} SS: 
 Corporate Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 31st day of March, 2011.


 Notary public



