

Section C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Subcontractor shall furnish the necessary management, labor, facilities, materials, and equipment (except as specified to be furnished by IAP - HILL,) and do all things required to accomplish the work as described herein and as expressly provided in Sections A through J, inclusive, and in the Statement of Work (Attachment J-2), attached hereto.

Section F
DELIVERIES OR PERFORMANCE

F.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Subcontractor shall be required to complete the entire work ready for use not later than the date shown on the Pricing Schedule (Section B). The time stated for completion of work shall include final cleanup of the premises.

F.2 PLACE OF PERFORMANCE

The Subcontractor shall perform the work under this subcontract at the location or locations as described in Section J, Attachment 2 (Statement of Work.).

F.3 HOLIDAYS

Federal Holidays include: Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Independence Day, Thanksgiving, Christmas, and New Year's Day. Those holidays falling on a Saturday will be observed the preceding Friday; those following on Sunday will be observed the following Monday. Work will not be scheduled on an observed holiday without the express written permission of the IAP – HILL Subcontract Administrator.

F.4 WORKING HOURS

- (a) Regular working hours are from 0730 to 1600, Monday through Friday, excepting Federal Holidays, or as described below.
- (b) At the Naval Aviation Depot (NADEP), regular working hours are 0700 – 1530.
- (c) Family Housing regular hours are 0700 – 2000.
- (d) Additional exceptions may apply, and will be communicated on an as-required basis.

If the Subcontractor desires to carry on work on Sunday, holidays, or outside the hours specified above, the written approval of the IAP –HILL Subcontract Administrator is required.

F.5 WORK SCHEDULE

The Subcontractor shall submit a proposed work schedule not less than three days in advance of commencing the work, or of implementing any changes.

Section G

SUBCONTRACT ADMINISTRATION DATA

G.1 PAYMENT

- (a) The price for services to be performed by Subcontractor shall be as set forth in Schedule B.
- (b) Fixed-price services: Payment shall be made no later than 30 days after receipt of a proper invoice and completion/acceptance of all work. Requests for Partial payments (i.e. Progress) on large construction jobs must be requested in writing prior to subcontract award and will be considered on a case-by-case basis.

G.2 INVOICING

In order to be proper, an invoice must include, as applicable, the following:

1. Name and address of the Subcontractor
2. Invoice Date
3. Subcontract Number
4. Description of Amount requested
5. Payment terms
6. Name, title, phone number, and mailing address of the person to be notified in the event of an improper invoice.
7. Certification signed by an authorized company official as follows: “I certify that the above is a true invoice, that the work has been completed in accordance with all Subcontract requirements, and that all lower-tier subcontractors have been paid in full.”

G.3 TECHNICAL DIRECTION

- (a) Performance of the work under this Subcontract is subject to the written technical direction of a IAP – HILL Authorized Representative, who will be specifically appointed by the IAP –HILL Subcontract Administrator in writing. “Technical direction” means a directive to the Subcontractor that approves approaches,

approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the subcontractor.

(b) The Authorized Representative does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the Changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the Authorized Representative.

(d) The Subcontractor shall proceed promptly with the performance of technical direction duly issued by the Authorized Representative in the manner prescribed by this clause and within the Authorized Representative's authority. If, in the Subcontractor's opinion, any instruction or direction by the Authorized Representative falls within any of the categories defined in paragraph (b) above, the Subcontractor shall not proceed but shall notify the Subcontract Administrator in writing within 5 calendar days after receiving it and shall request the Subcontract Administrator to take action as described in this clause. Upon receiving this notification, the Subcontract Administrator shall either issue an appropriate subcontract modification within a reasonable time or advise the Subcontractor in writing within 20 days that the instruction or direction is -

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the subcontract, and the Subcontractor should proceed promptly with its performance.

(e) A failure of the Subcontractor and the Subcontract Administrator to agree that the instruction or direction is both within the requirements of the subcontract and does not constitute a change under the Changes clause, or a failure to agree upon the subcontract action to be taken

with respect to the instruction or direction, shall be subject to the Disputes clause of this subcontract.

(f) Any action(s) taken by the Subcontractor in response to any direction given by any person other than the Subcontract Administrator or the Authorized Representative shall be at the Subcontractor's risk.

G.4 GOVERNMENT/CONTRACTOR PROPERTY

- (a) Any property described herein as being government/contractor-furnished shall be made available to the Subcontractor on a no-charge basis for use in performance of this subcontract. This property shall be utilized only in support of the subcontract requirements. Under this clause, the Subcontractor assumes the following user responsibilities:
- (1) Reporting any missing or untagged equipment, transfer, location change, or user change of equipment to the IAP – HILL Subcontract Administrator.
 - (2) Notifying the IAP – HILL Subcontract Administrator, and the Installation Security Officer immediately if theft of Government/Contractor property is suspected.
 - (3) Ensuring that such equipment and materials are used only in pursuit of this contract. Other uses shall require approval of the IAP –HILL Subcontract Administrator.
 - (4) In a timely manner, identify idle equipment not being actively used in support of the Subcontract.
 - (5) Ensuring that equipment is turned in to the IAP –HILL Subcontract Administrator when no longer needed. Under no circumstances will an employee throw away Government/Contractor equipment.
 - (6) When requested, the Subcontractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

Section H

SPECIAL CONTRACT REQUIREMENTS

H-1 MINIMUM INSURANCE COVERAGE

Within five days after award of contract, the Subcontractor shall furnish the IAP – HILL Subcontract Administrator a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the “Insurance – Work on a Government Installation” clause at Section I. Such insurance coverage and evidence shall be maintained for the duration of performance of this subcontract:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when subcontract operations are so commingled with the subcontractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$1,000,000; except in states with exclusion or monopolistic funds that do not permit workers' compensation to be written by private carriers. Employer's coverage shall include liability under the Longshoremen's and Harbor Worker's Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable. The limits of liability of such insurance shall be not less than \$1,000,000 per occurrence.

(b) Comprehensive general (bodily injury) insurance. The limit of the liability for such insurance shall not be less than \$1,000,000 per occurrence for Bodily Injury and \$1,000,000 per occurrence for Property Damage. If a Combined Single Limit is provided, total coverage shall not be less than \$2,000,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage. If a Combined Single Limit is provided, total coverage shall be not less than \$2,000,000. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows: "The insurance company waives any right of subrogation against IAP - HILL which may arise by reason of any payment under the policy." Additionally the certificates shall name IAP-HILL LLC as additional insured.

(e) The Certificate of Insurance shall provide for not less than thirty (30) days written notice to the IAP – HILL Subcontract Administrator by the insurance company prior to cancellation or material change in policy coverage.

(f) The subcontractor shall insert the substance of this clause, including this paragraph, 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 subcontract. (The Subcontractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.)

H-2 OBSERVANCE OF LAWS AND REGULATIONS

(a) The subcontractor shall procure and keep effective necessary business and professional permits and licenses required in performance of the work.

(b) All employees of the subcontractor assigned to perform the work under this contract shall be under the control of the subcontractor during the performance of such assignment. Any subcontractor personnel assigned to perform work under this Subcontract shall be subject to applicable IAP –HILL and U.S. Navy policies and procedures regarding standards of conduct. Subcontractor employees shall conduct themselves in a courteous and businesslike manner. The Subcontractor shall remove from the site any individual whose continued employment is deemed by the government or the Subcontract Administrator to be contrary to the public interest, or is considered unacceptable. Such removal shall not be cause for an equitable adjustment in performance period or cost. The subcontractor shall be responsible for satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

(c) Any personnel assigned by Subcontractor to perform work under the terms of this Subcontract shall be fully qualified to perform the required work, shall have and maintain any required security and customer facility clearances.

(d) The above provisions of this Section shall be made equally applicable by the subcontractor to employees other than those of the subcontractor to the extent that they may be assigned work under this subcontract notwithstanding the basis of the assignment, e.g., lower-tier subcontractors and vendors.

H-3 SAFETY AND HEALTH

(a) The Subcontractor shall establish and implement a safety program, to include a Lock-Out/Tag-Out Program, to ensure compliance with applicable federal, state, and local laws and requirements to provide a safe work environment. A written Safety Plan including a specific Hazard Assessment in accordance with the Corps of Engineers Safety Manual, Code EM385-1-1 will be required prior to commencement of on-site work. The subcontractor's Safety and Health Plan will be incorporated into the subcontract.

(b) The Subcontractor's work space may be inspected periodically for OSHA and Corps of Engineers Safety Manual violations. Abatement of violations will be the responsibility of the Subcontractor and/or the Government as determined by the Subcontract Administrator. The Subcontractor shall provide assistance to Inspectors if a complaint is filed. Any fines levied on the Subcontractor by federal or state OSHA offices are the sole responsibility of the Subcontractor and shall be paid promptly.

(c) The Subcontractor shall report to the Subcontract Administrator, in the manner and on the forms prescribed by the government, exposure data and all accidents resulting in

death, trauma, or occupational disease. All accidents must be reported within 24 hours of their occurrence.

(d) The Subcontractor shall submit to the Subcontract Administrator a full report of damage to Government property and/or equipment by Subcontractor employees. All damage reports shall be submitted to the Subcontract Administrator within 24 hours of the occurrence.

(e) Only emergency medical care is available in Government facilities to Subcontractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. Reimbursement will be made by the Subcontractor to the Naval Regional Medical Center Collection Agent upon receipt of statement.

H-4 ENVIRONMENTAL PROTECTION

(a) The Subcontractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards as requested by the Subcontract Administrator. All environmental protection matters shall with coordinated with the government environmental office via the Subcontract Administrator or per the IAP-HILL Handbook of Environmental Compliance, available online at www.iaphill.com. The Subcontractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel.

(b) Inspection of Subcontractor work sites may be accomplished by U.S. Navy or IAP-HILL personnel on a no-notice basis during normal working hours.

(c) In the event that a regulatory agency assesses a monetary fine against the government for violations caused by Subcontractor negligence, the Subcontractor shall reimburse IAP – HILL or the government (as applicable) for the amount of the fine and all other costs associated with the violation. The Subcontractor shall also clean up any hazardous materials/oil spills which result from the Subcontractor's operations. In the event that it is necessary for IAP-HILL to take action to mitigate a spill, or clean up the spill, such cost shall be borne in full by the Subcontractor.

H-5 REFUSE DISPOSAL

(a) Debris, rubbish, and non-usable material resulting from the work under this Subcontract shall be disposed of off Government property. The Subcontractor shall dispose of all hazardous waste in accordance with Annex 4 (Further guidance is provided in the Handbook of Environmental Compliance, Section K), the Resource Conservation and Recovery Act and it's associated state and local regulations at the Subcontractor's expense.

(b) The Subcontractor shall make every effort to dispose of concrete, masonry, and asphalt materials with a company that will crush those materials for recycling.

(c) The Subcontractor shall forward copies of all dump tickets to the Subcontract Administrator for all non-hazardous demolition waste disposed of in Sanitary Landfills, Construction Demolition Debris Landfills, Concrete/Asphalt Recycling Facilities, and Scrap Metal Recycling Facilities. The dumpsites shall be licensed for the type of material being disposed and a copy of the license shall be submitted to the Subcontract Administrator before disposal of any material. Final payment may not be made until IAP-HILL receives the dump tickets and the associated licenses.

H-6 SUBCONTRACTOR EMPLOYER LIABILITY

Personnel assigned by Subcontractor to the performance under this Subcontract shall remain employees of the Subcontractor and shall not be deemed to be employees, co-employees or joint employees of IAP - HILL., irrespective of the manner in which work may be assigned, directed or managed by IAP –HILL. Subcontractor shall be responsible for the payment of wages and salaries to all such employees and for any withholding, reporting and payment of employee related federal and state income, unemployment and other taxes, irrespective of the classification of such amounts, which may be applicable to the subcontractor employee(s) assigned to perform work under the terms of this Subcontract. Subcontractor employees assigned to perform work under this Subcontract shall not be entitled to participate in any IAP – HILL employee benefits, including health and welfare benefits and pension or retirement plans. Any Subcontractor employee assigned to perform work under the Subcontract shall be covered under Subcontractor's workers' compensation and employer's liability plans.

H-7 SUBCONTRACT AUTHORITY

The IAP – HILL General Manager, Contracts Manager, and Subcontract Administrator shall be the only person(s) authorized to direct the performance of work, or to make any changes to the Statement of Work, the methods and manner of performance, or to any of the other terms of the Subcontract that may result in any increase or decrease in cost of performance or in any increase or decrease in the period of performance of the Subcontract.

H-8 SUBCONTRACTOR REPRESENTATIVE(S)

The Subcontractor shall designate one of its personnel performing under this subcontract to act as manager, and delegate to this person the complete authority to decide all matters connected with this subcontract. The Subcontractor shall further designate a second employee performing under this subcontract as alternate with the authority to act as and on upon behalf of the manager in the event of the absence or incapacity of the designated manager. The Subcontractor shall advise the IAP–HILL Subcontract Administrator in writing of the persons so designated.

H-9 RECORDS AND REPORTS

(a) The Subcontractor shall maintain all records and documentation necessary to substantiate that all work is accomplished as specified. All records shall be turned over to the Subcontract Administrator within 15 days after contract completion, and in no event shall final payment be made until such records have been received.

(b) The completed work file provided shall include, as appropriate, the following: maintenance, operators and parts manuals, and other information pertaining to installed equipment and systems.

(c) The Subcontractor shall complete and submit a combined contractor production and contractor quality control report, NAVFAC 01450-1 (7/96) to the Subcontract Administrator on a daily basis covering all work to which Davis-Bacon wage rates apply.

H-10 STATION REQUIREMENTS

The Subcontractor and his/her employees shall become acquainted with and comply with all Government regulations as posted, or as requested by the Subcontract Administrator.

H-11 SECURITY REQUIREMENTS

(a) Maintain the security and integrity of all areas receiving services of this contract. Keys or escorts will be provided to all secured areas. The Subcontractor shall maintain the integrity of Government-provided keys and shall be responsible for re-keying all lost keys and locks due to Subcontractor fault or negligence. Restrict unauthorized personnel access to secured areas being serviced and re-secure area after service. The Subcontractor shall comply with all activity security requirements.

(b) The Subcontractor shall know where work space fire alarms are located and how to turn them on. The Subcontractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire hazards to persons, facilities and materials.

H-12 SUBCONTRACTOR EMPLOYEE IDENTIFICATION

(a) Passes and badges: All Subcontract (including lower-tier subcontract) employees shall obtain the required employee and vehicle passes. The Subcontractor shall provide the government's Station Security Department with a completed security questionnaire on each employee prior to coming on site. Passes and badges issued to Subcontractor employees shall not negate the requirement for employee identification required in the "Identification of Subcontractor Employees." All Subcontractors while working at NAS Jacksonville/NS Mayport will have a badge displayed per the following:

The badge shall be worn on the front left side of the outer garment, between the shoulder and waistline. Name and number of the employee; IAP-HILL address and telephone number; Subcontractor name and address.

The Subcontract Administrator will provide Subcontractor badges.

(b) The Subcontractor is responsible for badge accountability. When working on site, if wearing the badge would be a safety hazard, the individual may remove the badge but must retain it to show if challenged.

(c) When an employee leaves the Subcontractor's service, or no longer has a work reason for Station access, the employee's pass and badge shall be returned to the Subcontract Administrator within five work days. Upon completion of the contract, all employees' passes and badges shall be returned to the Subcontract Administrator within 5 work days.

(d) No employee or representative of the Subcontractor will be admitted to the site of work unless able to furnish satisfactory proof of U. S. citizenship, or legal residency if an alien.

H-13 VEHICLE IDENTIFICATION

The company name shall be displayed on Subcontractor vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair and appearance.

H-14 PERMITS

(a) The Subcontractor shall obtain all required appointments, licenses, certifications, and permits required for the execution of the work. The Subcontractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Subcontract Administrator before work commences.

(b) Camera permits are required for designated areas and must be coordinated through the Subcontract Administrator.

(c) Gas free certifications and hot work permits: It shall be the responsibility of the Subcontractor to obtain all Gas Free Certifications if it becomes necessary to perform work in a closed or poorly ventilated space. The Station Fire Protection office will issue Hot Work permits. All certifications and permits will be coordinated with the IAP – HILL Safety Office.

H-15 MATERIAL DATA SAFETY SHEETS (MSDS)

(a) Within five days after award of contract, the Subcontractor shall furnish the IAP – HILL Subcontract Administrator:

(1) all MSDSs associated with hazardous materials that are intended for use under this subcontract,

(2) the intended use of the hazardous material,

(3) information regarding the wastes that may be generated by using the hazardous materials (quantity, type of waste.)

(b) IAP-HILL has an Authorized User List (AUL) of hazardous materials. If any of the hazardous materials proposed are not on the IAP-HILL AUL, the Subcontractor may request approval for one-time use of the hazardous material for this specific project. If not approved, IAP-HILL will provide available information regarding an acceptable substitute.

Section I
CONTRACT CLAUSES
Part I

I-I-1 CLAUSES INCORPORATED BY REFERENCE

Federal Acquisition Regulation (FAR) 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 address: <http://www.arnet.gov/far/>

The obligations of the Contractor to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Contractor. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and where noted or where necessary to derive proper meaning in a subcontract situation the term "Government", "Contracting Officer" and equivalent phrases shall mean contractor, except the terms "Government" and "Contracting Officer" do not change: (1) in the phrases "Government Property", "Government - Furnished Property", "Government Equipment" and "Government - Owned Equipment", or where otherwise intended that title ownership or rights to remain with the Government for Government Furnished property. (2) When a right, act, authorization, or obligation can be granted or performed only the Government or his duly authorized representative. (3) When access to proprietary financial information or to the proprietary data is required. (4) When title to property is to be transferred directly to the Government. (5) Where special modified below

A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Applicable to all Subcontracts

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	Oct. 1995
52.203-3	Gratuities	Apr. 1984
52.203-5	Covenant Against Contingent Fees	Apr. 1984
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	Jun. 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	June 1996
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for	July 1995

	Debarment	
52.211-15	Defense Priority and Allocation Requirements	Sep. 1990
52.215-8	Order of Precedence- Uniform Contract Format	Oct. 1997
52.217-8	Option to Extend Services	Aug. 1989
52.219-8	Utilization of Small Business Concerns	Oct 1999
52.222-1	Notice to Government of Labor Disputes	Feb. 1997
52.222-3	Convict Labor	Aug 1996
52.222-6	Davis-Bacon Act	Feb. 1995
52.222-7	Withholding of Funds	Feb. 1988
52.222-8	Payrolls and Basic Records	Feb. 1988
52.222-9	Apprentices and Trainees	Feb. 1988
52.222-10	Compliance with Copeland Act Requirements	Feb. 1988
52.222-11	Subcontracts (Labor Standards)	Feb. 1988
52.222-12	Contract Termination – Debarment	Feb. 1988
52.222-13	Compliance with Davis-Bacon Related Act Regulations	Feb. 1988
52.222-14	Disputes Concerning Labor Standards	Feb. 1988
52.222-15	Certification of Eligibility	Feb. 1988
52.222-17	Labor Standards for Construction Work – Facilities Contracts	Feb. 1988
52.222-21	Prohibition of Segregated Facilities	Feb. 1999
52.222-26	Equal Opportunity	Apr. 1984
52.222-35	Affirmative Action for Special Disabled & Vietnam Era Veterans	Apr. 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun. 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans Of the Vietnam Era	Apr. 1998
52.223-5	Pollution Prevention and Right-to-Know Information	<u>Apr. 1998</u>
52.223-10	Waste Reduction Program	Oct. 1997
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Oct. 1996
52.224-1	Privacy Act Notification	Apr. 1984
52.224-2	Privacy Act	Apr. 1984
52.225-5	Trade Agreements	Feb. 2000
52.225-11	Buy American Act-Balance of Payments Program- Construction Materials under Trade Agreements	Feb. 2000
52.225-12	Notice of Buy American Act/Balance of Payments Program Requirement – Construction Materials – Under Trade Agreements	Feb. 2000
52.225.13	Restrictions on Certain Foreign Purchases	Feb. 2000
52.226-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises	Feb. 2000
52.227-14	Rights in Data-General (As Modified by NFS 1852.227-14)	Jun. 1987
52.228-5	Insurance – Work on a Government Installation	<u>Jan. 1997</u>
52.229-3	Federal, State, and Local Taxes	Jan. 1991
52.236-2	Differing Site Conditions	Apr. 1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr. 1984

52.236-5	Material and Workmanship	Apr. 1984
52.236-7	Permits and Responsibilities	Nov. 1991
52.236-8	Other Contracts	Apr. 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Apr. 1984
52.236-12	Cleaning Up	Apr. 1984
52.236-13	Accident Prevention, Alt I	Nov. 1991
52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr. 1984
52.243-7	Notification of Changes	Apr. 1984
52.244-5	Competition in Subcontracting	Dec. 1996
52.244-6	Subcontracts For Commercial Items and Commercial Components	Oct. 1998
52.245-2	Government Property (Fixed Price Contracts)	Dec. 1989
52.246-20	Warranty of Services [Insert: <i>90 days from the date of acceptance by the Government</i>]	Apr. 1984
52.246-21	Warranty of Construction	Mar 1994

C. Department of Defense FAR Supplement (48 CFR Chapter 2) Clauses
(www.osd.mil/dp/dars/dfars)

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	Mar. 1999
252.215-7000	Pricing Adjustments	Dec. 1991
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Apr. 1993
252.225-7001	Buy American Act and Balance of Payments Program	Mar. 1998
252.225-7012	Preference for Certain Domestic Commodities	May 1999
252.231-7000	Supplemental Cost Principles	Dec. 1991
252.243-7001	Pricing of Contract Modifications	Dec. 1991
252.243-7002	Requests for Equitable Adjustment	<u>Mar. 1998</u>

I-I-2 PROVISIONS INCORPORATED BY REFERENCE

The Subcontractor's "Representations, Certifications, and Other Statements of Offerers or Quoters" are hereby incorporated in its entirety by reference, with the same force and effect as if they were given in full text.

Part II

I-II-1 CHANGES

A. Contractor may, at any time, by written order, without in any way invalidating this Subcontract, make changes, revisions, additions, or deletions (hereinafter collectively referred to as "Changes") in the work to be performed under this Subcontract. Subcontractor shall perform any such Changes so ordered by Contractor. If any Change causes any increase or decrease in the cost of, or time required for the performance of any part of the work under this Subcontract, whether changed or not, the Subcontract price, period of performance or both, shall be adjusted as agreed between the parties, and this Subcontract shall be modified in writing accordingly. Subcontractor shall proceed with implementation of the Change immediately upon its receipt or in accordance with its terms and without regard to the pricing procedures set forth below.

B. Any claim or proposal by Subcontractor for an adjustment to the Subcontract price, period or performance, or both, for a Change under this provision shall be asserted in writing no later than 20 days prior to the due date for submission of a change proposal to the Government covering such Change, but in no event later than twenty (20) days after Subcontractor's receipt of Contractor's notice of Change.

C. Subcontractor shall be deemed to have waived any adjustment under this provision if and to the extent Subcontractor failed to file its claim or proposal within the time prescribed above.

D. Notwithstanding anything to the contrary, Contractor's liability to Subcontractor for an adjustment to the Subcontract shall be limited to any adjustment made to the Prime Contract as a direct result of Subcontractor's proposal for adjustment.

E. Failure to agree on the adjustment to the Subcontract price, period of performance, or both, as a result of any Changes to the work to be performed shall be a dispute which shall be resolved pursuant to the provision herein entitled "Disputes." Notwithstanding anything to the contrary, no such dispute shall excuse Subcontractor from performing the work as changed.

I-II-2 DISPUTES

A. Dispute Under This Subcontract

1. Any claim, controversy or dispute concerning questions of fact or law arising out of or relating to this Subcontract, to performance by either party hereunder, or to the threatened, alleged or actual breach thereof by either party, which is not disposed of by mutual agreement, or non-binding mediation, shall be reviewed by an authorized representative of the Prime Contractor who shall render a preliminary determination on the issues in dispute and reduce that determination to writing and mail or otherwise furnish a copy thereof to Subcontractor. Subcontractor shall submit to the Prime Contractor a written demand for arbitration within thirty (30) days of receipt of Prime Contractor's preliminary determination on the issues in dispute. The claim, controversy, or dispute shall then be arbitrated pursuant to the Commercial Rules of the American Arbitration Association (AAA). Each party shall select one arbitrator within thirty (30) days after a demand for arbitration has been filed with the AAA. A neutral third arbitrator shall be selected by the two party-selected arbitrators. Failing agreement on selection of the third arbitrator within thirty (30) days of selection of the second party-selected arbitrator, such third arbitrator shall be selected by the AAA. Unless otherwise agreed, arbitration sessions shall be held in the Jacksonville, Florida area. Judgment upon the award may be entered in any court having jurisdiction thereof. Except as otherwise provided in this Article neither party shall institute any action or proceeding against the other party in any court with respect to any dispute which is or could be the subject of a claim or proceeding pursuant to this Article.

2. Arbitration Award and Fees. The arbitration panel may grant any remedy or relief which the arbitrators deem just and equitable, and within the scope of this Subcontract. In setting such award, the panel of arbitrators shall assess arbitration fees, legal fees and expenses against either or both parties hereto.

3. Continuation of Obligation. Subcontractor shall continue to perform work under this Subcontract, including work on any matter submitted to arbitration as directed by the Prime Contractor pending final disposition of matter by the arbitrators.

B. Disputes Under the Prime Contract

1. Subcontractor acknowledges that the Prime Contract includes a Disputes clause, pursuant to which the Prime Contractor may pursue certain procedures in the event of a dispute between the Government's Contracting Officer and the Prime Contractor with respect to questions of law or fact relating to the Prime Contract. Any final decision of the Contracting Officer under the Prime Contract relating to this Subcontract or Subcontractor's performance hereunder shall be conclusive and binding upon the Subcontractor, and the Prime Contractor shall notify Subcontractor of any such final decision with ten (10) calendar days of the Prime Contractor's receipt thereof.

2. In the event the Prime Contractor elects to appeal any such decision pursuant to the Disputes clause of the Prime contract as it relates to the performance of this Subcontract, Subcontractor shall provide the Prime Contractor with reasonable assistance in the prosecution of such appeal including, but not limited to reasonable access to Subcontractor's non-privileged documents and personnel. Subcontractor shall share the costs of such appeal to the extent such costs can be attributed to Subcontractor's interests in such appeal.

3. The Prime Contractor shall so notify Subcontractor within thirty (30) days of the Prime Contractor's receipt of any such final decision whether it intends to appeal such decision pursuant to the Disputes clause of the Prime Contract. If after the Prime Contractor's notice of a decision not to appeal such a final decision, Subcontractor notifies the Prime Contractor that the Subcontractor intends to appeal any such final decision, the Prime Contractor shall grant Subcontractor an indirect right to appeal such final decision in the name of the Prime Contractor under the Disputes clause of the Prime Contract. Any such appeal brought by Subcontractor in the name of the Prime Contractor shall be at the sole expense of the Subcontractor. The Subcontractor shall be solely responsible for the prosecution of such appeal, including, but not limited to, the presentation of all pleadings, documents, evidence, facts, data and testimony in connection therewith. Further, Subcontractor shall be solely responsible for providing any and all certificates required by the Contract Disputes Act, and any and all information requested by the Prime Contractor to verify, support or confirm such certifications.

4. After any such appeal is filed by Subcontractor, Subcontractor shall provide monthly reports, in writing, of the progress of the appeal and furnish the Prime Contractor with copies of all pleadings related to this Subcontract and non-privileged correspondence filed, sent or received in connection with the appeal. The Prime Contractor, upon Subcontractor's request, shall render reasonable assistance to Subcontractor in the nature of providing documents and information reasonably requested by Subcontractor in connection with such appeal.

5. As used in this Article IX, the term "appeal" shall include all any and proceedings taken by Subcontractor under this Article before a board of contract appeals and any federal court. Subcontractor shall be conclusively bound by any decision of any such board of contract appeals or federal court.

6. Survival. The rights and obligations described in this Article shall survive any termination or expiration of this Subcontract.

I-II-3 TERMINATION

A. Contractor may terminate this Subcontract in whole or in part for cause upon a breach by Subcontractor in the performance of its obligations hereunder.

B. Notwithstanding anything herein to the contrary, Contractor shall, by giving written notice, have the right and ability to terminate this Subcontract for convenience at any time. Contractor's liability to Subcontractor for payment of Subcontractor's termination claim shall be limited to any payment Contractor receives from the Government on account of Subcontractor's termination claim.

I-II-4 LABOR LAW REQUIREMENTS

The Subcontractor shall be responsible for knowing and complying with all applicable labor law requirements, including, but not limited to, those related to work hours, minimum wages, and benefits.

Additionally, Federal contractors and subcontractors are required to use E-Verify beginning September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce. Accordingly, the following FAR Clause is hereby inserted into your subcontract in its entirety.

52.222-54 Employment Eligibility Verification.

As prescribed in [22.1803](#), Insert the following clause:

EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

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

(1) Means any item of supply that is—

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

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

(iii) Offered to the Government, 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. Per 46 CFR 525.1

(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or

within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

I-II-5 SUBCONTRACTING

Subcontractor shall not further subcontract, assign, or transfer the performance of this subcontract to a third party without obtaining the prior written consent of IAP –HILL, L.L.C.

I-II-6 RECRUITMENT

Neither IAP-HILL or Subcontractor shall, for a period of six months after the term of this Agreement, or any extension thereof, whichever is the longer, solicit or hire the employees of the other party, except agreed to between IAP-HILL and Subcontractor.

I-II-7 WAIVER

The waiver by either the Contractor or the Subcontractor of any notice requirement or any breach of any requirement or obligation under this Subcontract shall not be deemed to be a waiver of any subsequent waiver of the same requirement or obligation or a waiver of any other requirement or obligation hereunder.

I-II-8 GOVERNING LAW

This Subcontract shall be governed by, subject to, and construed according to the law of the State of Florida, except that when federal common law of government contracts exists on substantive matters requiring construction under this Subcontract, such federal common law shall

shall apply in lieu of state law. Both IAP-HILL and Subcontractor agree to comply with all applicable international, foreign national, and U.S. federal, state, and local laws.

I-II-9 INDEMNIFICATION

Subcontractor shall indemnify and hold IAP-HILL and its officers and employees free and harmless from all claims, liabilities, losses, demands, causes of action and expenses (including attorney's fees) on account of any bodily injury, death or damage to property in any way, occurring incident to, arising out of, or in connection with the services performed by subcontractor or its subcontractors, unless the same shall have been the caused by the sole negligence of IAP-HILL or its employees.

SECTION J**LIST OF ATTACHMENTS**

The wage determination for this procurement is available at the IAP-HILL website, www.iaphill.com or at www.wdol.gov. A paper copy may be requested in writing from the IAP-HILL Contracts department. All bidders acknowledge access to or possession of the wage determination by submission of an offer for this solicitation and price adjustments will not be allowed based on a bidder's assertion they didn't have access to or possession of the wage determination.

**ATTACHMENT
NUMBER****TITLE**

J-1	DOL General Decision	FL112	Building
J-2	DOL General Decision	FL202	Residential
J-3	Scope of Work		

SECTION K**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERERS.**

The obligations of the Contractor to the Government as provided in the Representations, Certifications and Statements below shall be deemed to be the obligations of the Subcontractor to Contractor. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and where noted or where necessary to derive proper meaning in a subcontract situation the term "Government", "Contracting Officer" and equivalent phrases shall mean contractor, except the terms "Government" and "Contracting Officer" do not change: (1) in the phrases "Government Property", "Government - Furnished Property", "Government Equipment" and "Government - Owned Equipment", or where otherwise intended that title ownership or rights to remain with the Government for Government Furnished property. (2) When a right, act, authorization, or obligation can be granted or performed only the Government or his duly authorized representative.

K.1 RESERVED**K.2 WOMEN-OWNED BUSINESS (FAR 52.204-5) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the Offerer is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offerer represents that it is a women-owned business concern.

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a) (1) The Offerer certifies, to the best of its knowledge and belief, that--

(i) The Offerer and/or any of its Principals--

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal

Name of Offerer:

or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offerer has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offerer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offerer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerer's responsibility. Failure of the Offerer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offerer nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offerer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offerer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Name of Offerer:

K.4 RESERVED

K.5 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)

The Offerer or respondent, by checking the applicable box, represents that --

(a) It operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation incorporated under the laws of the State of _____.

(b) If the Offerer or respondent is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.
(country)

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1)(APRIL 2002)

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

(2) The small business size standard is \$ _____.

(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 Offerer represents as part of its offer that it is, is not a small business concern.

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

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

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

(i) It 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a 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 of the HUBZone small business concern or concerns that are participating in the joint venture. Name of

Name of Offerer:

[The Offerer shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.*

"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 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," as used in this provision, 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.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, 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.

K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an Offerer's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

Name of Offerer:

(b) *Representations.* (1) *General.* The Offerer represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) *For Joint Ventures.* The Offerer represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The Offerer shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The Offerer represents that--

(a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Name of Offerer:

K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The Offerer represents that (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules.

K.10 RESERVED

K.11 RESERVED

K.12 BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7000) (SEP 1999)

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offerer certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offerer certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offerer certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

Name of Offerer:

K.13 RESERVED

K.14 RESERVED

K.15 HANDBOOK OF ENVIRONMENTAL COMPLIANCE (available at www.iaphill.com)

(a) IAP-HILL is striving to become an ISO 14000 company on the Navy Southeast Region RBOS Project. IAP-HILL is very much committed to operate in an environmentally responsible manner that optimizes resource use, minimizes adverse significant environmental impacts, complies with applicable environmental legislation and regulations and supports our customers in implementing sound environmental policies and programs. IAP-HILL is committed to continuous environmental improvement and pollution prevention.

(b) In addition to complying with all environmental federal, state, and local laws and regulations, Sub-contractors are required to read and follow the Handbook of Environmental Compliance, which was issued as part of your contract package. By submission of this offer, you are acknowledging you have read the handbook, will ensure your employees are aware of the environmental requirements associated with this project, and will follow the handbook requirements.

I certify that the Representations and Certifications as completed above are accurate and complete to the best of my knowledge and that I am a duly authorized representative of the Offerer.

(Signature)

(Printed or Typed Name and Title)

(Date)

Name of Offerer:

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERERS

L-1 TYPE OF CONTRACT

Award of a lump-sum, Firm-Fixed Price contract is contemplated.

L-2 SUBMISSION INSTRUCTIONS

Offerers shall complete and return, (See Section A, Block 9) the following:

Section A
Section B (page B-1)
Section K (pages K-1 through K-7)

SECTION M
EVALUATION FACTORS FOR AWARD

M-1 AWARD

Award to the lowest priced responsive, responsible Offerer, is contemplated. IAP-HILL reserves the right to make no award or to perform the work with in-house resources.