

**ARCHITECT- ENGINEER  
CONTRACT**

1. CONTRACT NO.  
DTMA-91-C-2011-0017

2. DATE OF CONTRACT  
09/23/2011

3a. NAME OF ARCHITECT-ENGINEER  
Halcrow, Inc.

3b. TELEPHONE NO. (Include Area Code)  
212-608-3990

3c. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)  
22 Cortlandt Street-31st Fl  
New York NY 10007-3142

4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)  
U.S. DOT/Maritime Administration  
Office of Acquisition  
MAR-380  
1200 New Jersey Avenue, SE  
Mail Stop W-28-201  
Washington DC 20590-0001

5. PROJECT TITLE AND LOCATION  
BLF Construction Management Services, Beaumont, TX.

6. CONTRACT FOR (General description of services to be provided)

The Provision of Construction Management Services during the design and the construction of the Beaumont Layberth Facility.

7. CONTRACT AMOUNT (Express in words and figures)

\$1,900,000.00

8. NEGOTIATION AUTHORITY

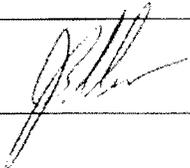
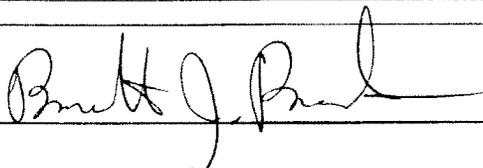
40 U.S.C. § 1104

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

See the body of the Contract.

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract.  
The parties here to have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAMES AND TITLES (Typed)
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A		JOHN BELLAS, VP & PROJECT DIRECTOR
B		
C		
D		
12. THE UNITED STATES OF AMERICA		
		Benedict J. Burnowski Contracting Officer

**Table of Contents**

**SECTION A - Solicitation/Contract Form**..... 3

**SECTION B - Supplies or Services/Prices**..... 4  
**Contract Ceiling Price**..... 6

**SECTION C - Description/Specifications**..... 7  
    **Contracting Officer (CO)**..... 9  
    **Contracting Officers Technical Representative (COTR)**..... 9  
    **Construction Manager (CM)**..... 9  
    **Contract Executive (CEX)**..... 9  
    **Quality Control Superintendents (QCS)**..... 9  
    **Project Architects/ Project Engineers (PE/PAs)**..... 10  
    **Testing Engineers/Technicians (TE/Ts)**..... 10  
    **Inspectors**..... 10  
    **Miscellaneous Services**..... 10  
    **Miscellaneous Items**..... 10  
    **Level of Effort**..... 10

**SECTION D - Packaging and Marking**..... 20

**SECTION E - Inspection and Acceptance**..... 21

**SECTION G - Contract Administration Data**..... 23

**SECTION H - Special Contract Requirements**..... 24

**SECTION I - Contract Clauses**..... 25

**SECTION J - List of Documents, Exhibits and Other Attachments**..... 41  
    **J.1 Small Business Subcontracting Plan**..... 41



**SECTION A - Solicitation/Contract Form**

**52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

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

(End of clause)

**A.1 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR. (APR 1984)**

**A.2 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS. (APR 1984)**

**A.3 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS. (JUN 2003)**

**A.4 52.242-14 SUSPENSION OF WORK. (APR 1984)**

**A.5 52.248-2 VALUE ENGINEERING - ARCHITECT-ENGINEER. (MAR 1990)**

**SECTION B - Supplies or Services/Prices**

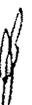
This is a Time-and-Materials contract. The Total amount for CLINS 0001 and 0002 is the contract ceiling price. The contractor exceeds the ceiling price at his own risk. Each subclin under CLIN 0001 specifies fixed hourly rates that include wages, overhead, general/administrative expenses and profit each of the subclin's category of labor. CLIN 0002 specifies: travel expenses, other direct costs (ODCs), and other expenses, which are associated with miscellaneous services and items.

**CLIN 0001:** Provide Construction Management services during the design and the construction of the Beaumont Layberth Facility.

**2011**

<u>SubClin #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0001AA	Project Director (H)	95	Hours	\$260	\$24,700
0001AB	Sr. Principal Engineer (H)	75	Hours	\$210	\$15,750
0001AC	Principal Engineer/PM (H)	177	Hours	\$180	\$31,860
0001AD	Senior Engineer (H)	47	Hours	\$150	\$7,050
0001AE	Engineer (H)	17	Hours	\$120	\$2,040
0001AF	Designer (H)	13	Hours	\$135	\$1,755
0001AG	Resident Engineer (H)	0	Hours	\$180	\$0
0001AH	Ass. Resident Engineer (H)	0	Hours	\$80	\$0
0001AI	Principal Engineer (W)	0	Hours	\$167	\$0
0001AJ	Sr. Project Manager (W)	0	Hours	\$145	\$0
0001AK	Sr. Water Res. Planner (W)	0	Hours	\$160	\$0
0001AL	Adm. Assistant (W)	0	Hours	\$65	\$0
0001AM	Principal Engineer (S)	0	Hours	\$200	\$0
0001AN	Principal Engineer (HE)	0	Hours	\$155	\$0
0001AO	Engineer (HE)	0	Hours	\$106	\$0
0001AP	Mechanical Engineer (HE)	0	Hours	\$155	\$0
0001AQ	Adm Assistant (HE)	0	Hours	\$58	\$0

Labor Hour Ceiling for CLIN 0001(2011) \$83,155.00  
 (Including 10% mark-up on Weston, Hall Engineering, SDR)



BLF Construction Management Services: DTMA-91-C-2011-0017

**2012**

<u>SubClin #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0001AA	Project Director (H)	520	Hours	\$275	\$143,000
0001AB	Sr. Principal Engineer (H)	422	Hours	\$220	\$92,840
0001AC	Principal Engineer/PM (H)	1164	Hours	\$190	\$221,160
0001AD	Senior Engineer (H)	216	Hours	\$160	\$34,560
0001AE	Engineer (H)	80	Hours	\$125	\$10,000
0001AF	Designer (H)	40	Hours	\$140	\$5,600
0001AG	Resident Engineer (H)	1408	Hours	\$190	\$267,520
0001AH	Ass. Resident Engineer (H)	1584	Hours	\$80	\$126,720
0001AI	Principal Engineer (W)	8	Hours	\$167	\$1,336
0001AJ	Sr. Project Manager (W)	97	Hours	\$145	\$14,065
0001AK	Sr. Water Res. Planner (W)	172	Hours	\$160	\$27,520
0001AL	Adm Assistant (W)	20	Hours	\$65	\$1,300
0001AM	Principal Engineer (S)	75	Hours	\$200	\$15,000
0001AN	Principal Engineer (HE)	300	Hours	\$155	\$46,500
0001AO	Engineer (HE)	134	Hours	\$106	\$14,204
0001AP	Mechanical Engineer (HE)	55	Hours	\$155	\$8,525
0001AQ	Adm Assistant (HE)	47	Hours	\$58	\$2,668

Labor Hour Ceiling for CLIN 0001 (2012) \$1,045,693.00  
 (Including 10% mark-up on Weston, Hall Engineering, SDR)

**2013**

<u>SubClin #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0001AA	Project Director (H)	260	Hours	\$290	\$75,400
0001AB	Sr. Principal Engineer (H)	200	Hours	\$230	\$46,000
0001AC	Principal Engineer/PM (H)	758	Hours	\$200	\$151,600
0001AD	Senior Engineer (H)	115	Hours	\$170	\$19,550



BLF Construction Management Services: DTMA-91-C-2011-0017

0001AE	Engineer (H)	20	Hours	\$130	\$2,600
0001AF	Designer (H)	52	Hours	\$150	\$7,800
0001AG	Resident Engineer (H)	1408	Hours	\$190	\$267,520
0001AH	Ass. Resident Engineer (H)	1232	Hours	\$80	\$98,560
0001AI	Principal Engineer (W)	0	Hours	\$167	\$0
0001AJ	Sr. Project Manager (W)	0	Hours	\$145	\$0
0001AK	Sr. Water Res. Planner (W)	0	Hours	\$160	\$0
0001AL	Adm Assistant (W)	0	Hours	\$65	\$0
0001AM	Principal Engineer (S)	0	Hours	\$200	\$0
0001AN	Principal Engineer (HE)	0	Hours	\$155	\$0
0001AO	Engineer (HE)	0	Hours	\$106	\$0
0001AP	Mechanical Engineer (HE)	0	Hours	\$155	\$0
0001AQ	Adm Assistant (HE)	0	Hours	\$58	\$0

Labor Hour Ceiling for CLIN 0001 (2013) \$669,030.00  
 (Including 10% mark-up on Weston, Hall Engineering, SDR)

CLIN 0001 (2011+2012+2013+10% mark-up on W, HE, and S) Total: 1,797,878.00

CLIN 0002: Traveling Expenses, Miscellaneous service/items, ODCs Total: \$102,122.00

**Contract Ceiling Price: (Total amount for CLINS 0001 and 0002) TOTAL: \$1,900,000.00**

Note:

- Hours are based on the assumption that any meeting requiring the physical presence of the Contractor's employees will take place either in Houston or Beaumont, TX.
- Legend: (H) stands for Halcrow, (HE) stands for Hall Engineer, (S) stands for SDR Analytics and Maritime, (W) stands for Weston.



## SECTION C - Description/Specifications

### C.1 General

(a) Construction Management (CM) Services will be required in support of the Beaumont Layberth Facility design build project. The Construction Manager (CM) is defined as a firm under contract to a building owner or client, in this case, the Maritime Administration (MARAD), capable of providing a variety of project management services. These services can include, but are not limited to, pre-planning, programming, design management, cost management, time management, quality management, construction management, contract administration, safety management commissioning, and post-construction support.

(b) MARAD requires Halcrow Inc (CM) to employ the "Construction Management Standards of Practice" issued by the Construction Management Association of America (CMAA) in complying with this scope of work. MARAD also will require the successful contractor to use CMAA publications titled "Contract Administration Procedures", "Time Management Procedures", "Cost Management Procedures", and "Quality Management Guidelines" that supplement the "Construction Management Standards of Practice" in complying with the scope of work. These CMAA documents establish industry standards of service to define the full range of construction management services without limiting the methods and procedures by which those services will be provided for the management of the Beaumont Layberth Facility project. It is not expected that the management of the Beaumont Layberth Facility project will require every service listed in the aforementioned CMAA documents. Conversely, management of the Beaumont Layberth Facility project may require unique CM services not listed in these documents.

### C.2 Contract Description

(a) Background: The U.S. Department of Transportation, Maritime Administration (MARAD) will use this Time and Materials contract to procure Construction Management Services during the design and the construction of the BLF. The aforesaid services will be provided by, Halcrow Inc, an A&E firm, which is located in Houston TX; thus Halcrow Inc (CM) will inspect the BLF design-build contractor during the design and the construction of the BLF.

(b) Goals: MARAD's goals for the CM contract include:

- to obtain a source for qualified professional and technical expertise required to support MARAD and the Management of the Beaumont Layberth Facility Project;
- through CM professionals, maximize the return on investment for the project; and
- through successful oversight and management, complete the project on time and within budget.

(c) Construction Manager will provide comprehensive management to include but are not limited to the following tasks:

- managing the design by preventing scope creep project management and administration not otherwise identified;
- defining the responsibilities and management structure of the project management team;
- defining roles and responsibilities and developing communication protocols;
- organizing and leading by implementing project controls;
- monitoring of contractor schedule and budget;

BLF Construction Management Services: DTMA-91-C-2011-0017

- review of bench marks and baselines required for layouts of construction;
- estimation of quantities to determine periodic payments to contractors as applicable;
- review and provide technical approval of contract payments;
- preparation of progress and completion reports;
- regular reporting on project progress;
- effect cost savings during design and construction phases;
- provide Cost/Benefit Analysis and Best Value Comparisons;
- avoidance of delays, changes, and disputes;
- enforcement of compliance with schedules;
- review and approval of construction schedules and progress charts;
- review and monitoring of contractor quality control program to include QA Inspections;
- assistance in resolving project issues and construction/design deficiencies ;
- assistance in processing and reviewing contractor drawings;
- review of heavy weather mooring analysis and mooring plans;
- technical inspections of work for compliance with drawings, specs and contract;
- technical review of plans and specifications;
- attend conferences of constructing staff to become familiar with design requirements;
- environmental reviews and; monitor compliance with environmental laws and EA;
- administration of construction contract;
- review of drawings, manuals, and other information submitted by the construction contractor ;
- assurance of specifications compliance by supervision;
- inspection of construction work;
- confer with the contractors to coordinate various features of the project;
- review sampling/testing results/reports during the construction stage to determine suitability and compliance;
- identifying elements of project design and construction likely to give rise to disputes and claims;
- project claims analysis;
- processing Requests for Information (RFIs); and
- leading project close-out.

(d) Upon award of the contract, the CM is required to operate in both the anticipatory and reactive modes in performing the required services. The CM personnel must take the initiative and act to generate activity so that services are started and completed as early as possible.

(e) The CM is expected to establish all necessary liaisons, coordination, and support with any project related agencies and representatives at the Federal, State, Regional, and Local levels as appropriate for the contract to ensure compliance with design-build requirements.

### C.3 Partnering.

MARAD is committed to forming a cohesive partnership between the CM and Design-Build Contractor's team members on the Beaumont Layberth Facility so that the BLF project will be completed in a timely and economical manner. A formal partnering process will be part of the project scope. Key persons including the design-build contractor (architects, engineers and consultants) of record, the construction manager (CM), and the principal individuals from MARAD will be invited to participate in the Partnering process. The partnership developed during this process will strive to draw on the strengths of each organization in order to achieve a quality project, which will be done right, within budget, and on schedule. Partnership agreements/charters between the participants will be encouraged; however, for the Government, the contract will serve as the partnership agreement. The establishment of a partnering charter on any project will not change the legal relationship of the parties to the contract nor will it relieve any party from the terms of their respective contract.

### C.4 Definitions.

**Contracting Officer (CO).** The Contracting Officer is the final authority in all contractual matters relating to this contract. The CO has overall responsibility for administration of this contract and is authorized to take action on behalf of the Government to amend, modify, or deviate from contract terms, conditions, requirements, specifications, details, and/or delivery schedules. The CO may delegate certain responsibilities to authorized representatives.

**Contracting Officers Technical Representative (COTR).** COTRs are the MARAD employees assigned to the project whose functions and authorities will be defined in writing, but generally include: providing advice and assistance to Project Manager or key personnel of the Government, to the CM personnel, and to the construction contractors; reviewing the status, technical adequacy, and quality of design/construction; and ensuring compliance with applicable contract documents, codes, etc. COTRs typically serve as the focal points of daily project management and operations for the Government.

**NOTE:** This is not a personal services contract and representatives of the Government are not authorized to supervise CM personnel. However, non-supervisory directions and guidance from MARAD officials are authorized.

**Construction Manager (CM).** The CM is the Contractor selected to assist MARAD by performing required work on the Beaumont Layberth project in accordance with the scope of the contract. In providing the project management services described in the contract, the CM shall maintain a working relationship with MARAD plus the architect-engineers, construction contractors, and other contractors supporting the Government. Nothing in this contract shall be construed to mean that the CM assumes any of the contractual responsibilities or duties of the architects-engineers or the construction contractors. The construction contractors are solely responsible for construction means, methods, sequences and procedures used in the construction of the projects, and for related performance in accordance with their contracts with the Government. The architects-engineers are solely responsible for the project designs and shall perform all design-related services in accordance with their contracts with the Government.

**Contract Executive (CEX).** The principal CM employee who is responsible for overall administration of the CM contract, coordination of the CM efforts, general direction, and accomplishment of CM contractual functions on the projects. The CEX shall work closely and cooperatively with MARAD and the construction contractor throughout the contract performance period. The Contract Executive shall be the principal point of contact between the CM, and the Contracting Officer as well as the principal point of contact for task order proposal requests, contract correspondence, etc.

**Quality Control Superintendents (QCS).** The QCS is a CM employee typically used on major new construction or renovation projects where a full time CM staff is required. In such situations, the QCS is the designated lead for the CM site team responsible for ensuring delivery of the day-to-day construction

## BLF Construction Management Services: DTMA-91-C-2011-0017

management services for the duration of construction on a given project. The QCS closely manages and administers all work for which the CM is responsible through all phases of the designated project.

**Project Architects/ Project Engineers (PE/PAs).** The PE/PAs are persons employed by the CM (may be consultants) responsible for professional reviews related to project management services required by the contract task orders. The PE/PAs shall possess and maintain current professional registration(s).

**Testing Engineers/Technicians (TE/Ts).** The TE/Ts are responsible for the performance of testing work. TE/Ts can be employees of the CM or of a testing laboratory, but in either case must be approved by the COTR.

**Inspectors.** The CM employees responsible for scheduling, coordinating, and performing the actual specialized field inspection work commensurate with their designated adjectival discipline. Relative to their respective disciplines, Inspectors are required to: physically inspect work at the site(s) for code compliance and adherence to construction contract requirements; recommend approvals or rejections of materials and workmanship as appropriate; monitor labor and safety requirements; complete written inspection reports for every inspection; process field reports through the QCS for the Government; and maintain inspection logs and records of defects and/or omissions similar activities.

**Miscellaneous Services.** This term refers to performance of services by Disciplines/Labor Categories that are not covered under the unit prices established per the contract (See Section B). These services may be required by MARAD and ordered by contract modifications under the "Changes" Clause. Rates for disciplines/labor categories not included in the initial contract must be priced and incorporated by modification to the basic contract before being used in contract task orders unless adequate cost and pricing data is available to demonstrate the reasonableness of the rate/cost.

**Miscellaneous Items.** This term refers to work or materials that may be required in support of the project services. Advance approval by MARAD is required for these "Miscellaneous Items". Such work, when required by the Government, will be handled as contract modifications under the "Changes" Clause. "Miscellaneous Items" may include, but are not limited to providing: signs, safety barricades, cleaning services, preparation for ceremonies including minor construction activities, temporary toilets/ sanitation, fencing and security; "Miscellaneous Items" may also include obtaining: special/multi-use equipment, temporary water/ heat/electricity, temporary utility connections to buildings, temporary protective enclosures, field office facilities, furnishings and supplies.

**NOTE:** NO ADP hardware may be procured under this clause or this contract for government ownership and the CM shall not accept any such orders.

**Home Office Area.** This term means the cities/states/ counties in which the CM's active office(s) is/are located. If the CM's active office(s) is/are located in metropolitan areas consisting of more than one county, the metropolitan area shall be considered the Home Office Area. The CM shall identify one lead office for this contract. All management, communications, and control associated with this contract shall be conducted through this office.

**Level of Effort.** The Government may require that work be accelerated at certain times to preserve its obligations for accomplishment of the projects. If necessary, this may include issuing contract modifications to the CM to provide additional man-hours for specific disciplines/labor categories at the established rates. For CM billing purposes, only hours that are actually worked and recorded may be billed for.

### C.5 References

The CM must be familiar with and use the versions/ revisions in effect as of the effective date of the contract and the CM is required to comply with the policies and procedures set forth in the following references:

1. Federal Acquisition Regulation (FAR) 48 CFR 1, Volumes 1 and 2.

2. Construction Management Association of America (CMAA) Construction Management Standards of Practice plus related manuals (Quality Control Procedures, Cost Management Procedures, Contract Administration Procedures, Time Management Procedures)
3. National Fire Protection Association (NFPA) handbooks including the National Electric Code.
4. Occupational Safety and Health Administration (OSHA) Standards.
5. BOCA Codes.
6. American National Standards Institute (ANSI) Publications.
7. National Electrical Manufacturer Association (NEMA) publications.
8. Environmental Protection Agency regulations.
9. ASHRAE handbooks and ASHRAE Standard 90-75.

### C.6 CM Responsibilities

(a) The CM shall provide MARAD with sound management advice regarding all work performed on the Beaumont Layberth Facility project under this contract. The goal shall be to achieve the best value in the work being performed by controlling schedule, changes, and budget. The CM shall also be proactive in helping to resolve problems and minimize claims by taking all reasonable measures to anticipate problems and delays and to minimize or eliminate their adverse impact on project completion. Throughout performance under this contract, the CM must take the initiative and act to mitigate circumstances that could lead to claims, resolve conflicts promptly, and keep the Government advised of any potential disputes. The CM shall exercise all due diligence, utilizing competent personnel within authorized limitations, to make reasonably certain that work is performed in conformity with applicable requirements (codes, regulations, standards, construction contract plans and specifications, etc.).

(b) The CM shall work to develop a good understanding of the principles of Federal Contracting and MARAD contract administrative processes.

(c) The CM shall endeavor to develop and maintain good working relationships with MARAD personnel, client agency personnel, A/E personnel, and construction contractors involved with all work performed under the contract.

(d) The CM shall maintain the expertise, capability, and resources to respond to MARAD's requirements under this contract. Performance under this contract is expected to principally require work involving the following disciplines/trades: architectural, civil, structural, mechanical, electrical, geotechnical, dredging, , landscaping, lighting, telecommunications, security systems, historic preservation, fire protection, life safety, and hazardous material abatement, cost estimating, space planning, road construction, vessel mooring, plus concrete/soils/steel testing and inspection. The CM is obligated to satisfy the requirements for professional and technical services that are required under the contract.

(e) The CM will not be held responsible for design defects and does not assume any of the contractual responsibilities or duties of the design-build architect-engineers. The design-build architects-engineers are solely responsible for the project design and shall perform all related services in accordance with their contracts with the Government. The CM also does not assume any of the contractual responsibilities or duties of the design/build construction contractors. The construction contractors are solely responsible for construction means, methods, sequences and procedures used in the construction of the project, and for related performance in accordance with the design/build contract with the Government.

## BLF Construction Management Services: DTMA-91-C-2011-0017

(f) The CM shall advise the CO/COTR immediately of any potential delays in completion of work and any problems that are outside the responsibilities of the CM per the contract

(g) The CM shall be responsible for the security of all project documents provided to them for work under this contract. Facility project information is to be given only to those with a need to know and the names and the contact information of the person(s) who receive(s) such information/documents should be recorded and reported to the CO. The CM shall exercise good judgment, common sense, and reasonableness in safeguarding such information/documents during use. The CM shall return or properly destroy such information/documents after use.

(h) The CM shall be responsible for obtaining all information required to successfully carryout the scope of work authorized under the CM contract. In cases where the CM believes that available information is not adequate, or of such poor quality as to be unusable, the CM shall immediately notify the CO and propose alternative data collection methods.

### **C.7 MARAD/Government Responsibilities**

(a) Provide the CM with available information on Beaumont Layberth Facility project to include drawings, specifications, and other available project documents.

(b) Arrange authorization to allow CM personnel to enter required work areas.

(c) Advise the CM of all formal meetings, presentations, etc. at which their attendance is required, providing at least 3 calendar days advance notice whenever possible. VTC, teleconferences, webex are acceptable alternatives to in-person meetings and shall be employed to the extent possible to minimize travel expenses.

(d) Provide the CM any approval (or disapproval), which is required for the resolution of contract or project specific problem, no later than 7 business days after the date that the CM notifies the CO of the problem; such notification must be in writing and must remind the CO that he has 7 business days to furnish his approval or disapproval. Timely resolution of project specific problems is essential to complete the respective projects within their established schedule and budget.

### **C.8 Progress Reports and Records**

(a) A written quarterly report is provided to the Contracting Officer beginning 3 months after contract award. The quarterly report shall summarize the contract status identifying completed and pending work on the contract. It shall be the responsibility of the CM's designated Contract Executive to provide this report.

### **C.9 Project Site/Office Facilities**

(a) The design build contractor will furnish an office trailer with power to accommodate up to four (4) CM employees.

## BLF Construction Management Services: DTMA-91-C-2011-0017

(b) The Government will not be responsible for any losses of items from the site office facilities. Upon completion of work, the CM shall be responsible for the immediate removal of any temporary facilities, equipment, and any related furnishings, and for cleaning and restoration of the site/location.

(c) For each employee located full time at a project site, the CM shall provide its own ADP hardware/ computer equipment and software to fully satisfy all operational requirements of the contract. All associated costs must be included in the established pricing for this contract as no reimbursement will be authorized for such items. The CM's equipment and software must be compatible with the system and software used by the Government.

**NOTE:** ADP hardware and software required of the CM must be provided in accordance with Section B. It cannot be purchased under this contract for Government ownership.

### **C.10 CM Personnel Staffing and Assignments**

(a) The CM is required to utilize the key personnel, specialists, and individual consultants named in their offer as accepted by the Government at contract award for overall contract management.

(b) In the event that any of the key personnel named in the CM's offer, as accepted by the Government at contract award, are unable to perform because of death, illness, resignation from the CM's employ, dissolution of agreement, or other reasons, the CM shall promptly submit to the CO detailed written explanations of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any other information that the CO deems pertinent to approve the substitution. No substitution is to be made without the prior written approval of the Government. No increases in contract pricing will be allowed when substitutions are authorized by the Government.

(c) Substitutions of subcontractors or consultant firms named in the CM's offer, as accepted by the Government at contract award, are subject to the written approval of the CO. When such substitutions are required, the contract must be modified via a formal contract modification before a follow-on firm commences work. No increase in contract pricing will be allowed when such substitutions are approved. Changes in individuals employed by these firms will be approved administratively by letter between the CO and the CM.

(d) The CM agrees to provide secretarial and/or clerical, administrative, technical, and professional personnel as required/needed to perform the work specified in contract. The CM must provide dedicated, stable, and technically qualified personnel to satisfy the requirements of the contract. The CM must submit for administrative approval by the CO of the project team members by names, organizations, and roles along with their resumes. Once personnel are selected/named for the contract, it is important that staff continuity be maintained. While it is recognized that changes in personnel are often unavoidable, substitutions are undesirable and will be stringently reviewed. All proposed substitutions must be authorized in advance and in writing by the CO.

(e) When the services of senior professional are required for a specific task order, the CM and/or its subcontractors are required to assign only professionals who are registered in the jurisdiction in which they will perform the work.

(f) The CO shall have the right to effect removals of any CM employees working under any

portion of the contract or at any time during the life of this contract, if those employees are deemed not to possess the proper level of competence or abilities, or otherwise found to be unsuitable for work required. In such cases, the CM must promptly submit the names, complete resumes for the proposed substitutes, and any other information pertinent to approvals of substitutions.

(g) If resumes submitted for proposed personnel are deemed insufficient for evaluation, the CO may require that the CM provide further evidence to demonstrate their abilities and suitability for the intended positions. This may include additional work examples and/or other evidence, oral interviews, testing, and/or other appropriate means.

(h) Personnel possessing unique technical specialties may be required for certain services related to the contract. Such personnel shall have qualifications as required and approved by the CO which are appropriate to the nature of the services that will be provided.

(i) The CM is responsible for providing instructions to all personnel working under this contract and make them aware of applicable Government regulations, policies, procedures, and uses of forms affecting the conduct of their work.

#### **C.11 Contract Scope of Services**

Services under this contract shall include all professional and technical services related to the Construction Management of MARAD design/build contract for the Beaumont Layberth Facility. The services are to be performed in cooperation with MARAD (as the owner), building occupants (MARAD client agencies), architect-engineers (MARAD hired designers), and construction contractors (MARAD hired constructors). All services shall also be performed in accordance with the latest edition of the following manuals, which are published by the Construction Management Association of America (CMAA): (1) Construction Management Standards of Practice, (2) Quality Control Procedures, (3) Cost Management Procedures, (4) Contract Administration Procedures, and (5) Time Management Procedures.

The contract scope of services includes, but is not necessarily limited to, the following:

(a) **Project Design Phase Services**: These services may include: design management, design technical reviews, code compliance reviews, constructability reviews, conducting/participating in Value Engineering workshops, analysis of Value Engineering proposals, mooring analysis based on mooring hardware layout, preparation of cost estimates (including independent check estimates), cost analysis, cost control/monitoring, energy studies, utility studies, site investigations, site surveys, hazardous material surveys/analysis, scheduling (including preparation of schedules and schedule reviews), design problem resolution, review of design scope changes (including analysis of schedule impact), scheduling/conducting/documenting design related meetings, participation in Time of Performance meetings to establish construction durations, and performing market studies.

(b) **Project Construction Phase Services**. These services may include: establishing temporary field offices; setting up job files, working folders, and record keeping systems; maintaining organized construction files; scheduling and conducting preconstruction meetings; handling/preparing project correspondence to respond to the parties involved with each project, confirm project matters, document actions taken and decisions made, etc.; preparing and maintaining daily dairies for project activities and noting events affecting construction progress (weather, manpower, site equipment, work performed, etc.); monitoring the submittal review

process including maintenance of submittal logs; review and monitoring of project schedules for construction progress with emphasis on milestone completion dates, phasing requirements, work flow, material deliveries, test dates, etc.; assisting in problem resolution and handling of disputed issues (including development of Government position, drafting final decision letter, etc.); maintaining marked up sets of project plans and specifications for future as-built drawings; performing routine inspections of construction as work proceeds; taking action to identify work that does not conform to the contract requirements and notifying the contractors when work requires correction; compiling, through site inspections, lists of defects and omissions related to the work performed and providing these lists to the contractor for correction; review of construction contractor payment requests (including preparation of necessary forms for payment processing by MARAD); monitoring project financial data and budgetary cost accounting (Maintain spread sheets indicating project fund allowances, obligations, payments, balances, planned expenditures, etc.); administration of construction contract change orders (issuing proposal requests, preparing cost estimates, reviewing cost proposals, assisting MARAD in negotiations, preparing change order packages for processing); scheduling, conducting, and documenting regular progress meetings with all interested parties to review project status, discuss problems, and resolve issues; scheduling, conducting, and documenting (prepare minutes, etc. for distribution) construction related project meetings; monitoring construction contractor compliance with established safety standards; monitoring construction contractor's compliance with contract labor standards (including performing site labor interviews, collecting, reviewing, and maintaining weekly payrolls for all project contractors and subcontractors, reporting potential wage violations to MARAD personnel); coordination of construction activities with Building Managers and occupying agency personnel; monitoring the design and construction clarification process and, when appropriate, reminding the A/E and other parties involved of the need for timely actions; participation in all "Partnering" activities during construction (workshops, meetings, etc.); preparing special reports and regular project status reports; providing for progress and/or final photographs of project work; perform site surveys using a registered surveyor (establish building lines, elevations, approaches, utility locations, etc.); provide drafting services with CADD support (as-built drawings, survey layouts, utility plans); provide assistance in obtaining permits; perform hazardous material assessments and monitoring of hazardous material abatement work; and provide cost estimating assistance.

(c) **Commissioning Services.** These services shall include, but are not limited to, providing professional and technical expertise for start-up, calibration, and/or certification of a facility or operating systems within a facility. The CM must be able to provide any level of commissioning need from total support to specialty services. Commissioning services may require start-up planning, forecasting start-up duration, estimating start-up costs, determining start-up objectives, organizing start-up teams and team assignments, testing building system components, conducting performance tests, obtaining O&M material, plus conducting, scheduling and/or supervising O&M training. All such work must be authorized in advance by the Government. Small business subcontracting must be used to the extent agreed upon in the approved CM Subcontracting Plan and as otherwise practicable. When appropriate, such work will be required under the "Changes" Clause of this contract (new disciplines and work which are not itemized and priced in Section-B).

(d) **Testing Services:** The CM may be tasked to provide the services of an independent testing agency/laboratory to perform project specific quality control testing and inspection services. The services may include, but are not limited to, testing/inspection of soils, concrete, precast concrete connections, steel, steel decking, applied fireproofing, piling, and mooring hardware. All such work must be authorized in advance by the Government. When appropriate, such work will be required under the "Changes" Clause of this contract (new disciplines and work which are not

BLF Construction Management Services: DTMA-91-C-2011-0017

itemized and priced in Section-B). In relation to procurement of an independent testing agent/laboratory, the following provisions shall apply:

1. When and as applicable (consult the COTR/CO), obtain and evaluate up to three bids/offers from qualified laboratories or firms, and make recommendations for awards to the COTR.
2. Offers for testing services shall typically be structured on a fixed unit price basis.
3. Testing services shall be coordinated with on-going work at the individual project sites for efficient performance and so as not to delay work in progress.
4. The CM shall monitor all independent testing services procured under this contract, and immediately notify the COTR/CO in writing of any inadequate processes and/or materials not meeting construction requirements.
5. Independent testing service agents, including testing laboratories, must be pre-qualified by the American Council of Independent Laboratories and be capable of demonstrating that they specialize in the types of inspections and tests to be performed.

(e) **Claims Services.** The CM may be tasked to provide Claims Services when and as required by the Government for specific projects. Claims services will be obtained using the extended contract Man Hour Rates (Section B) where applicable. Services for which pricing has not been established will be procured under the "Changes" clause. For definition purposes, Claims Services apply to handling disputed matters once a contractor has made written demand for payment or other relief under the contract and submitted it to the Contracting Officer for decision in accordance with the Disputes Act. A claim does not arise solely upon the occurrence of a dispute or controversy. In relation to Claims Services, the CM will review disputes and claims from the A-E and/or construction contractor(s) and render all assistance that the Government may require, including, but not limited to, the following:

1. Furnishing reports with supporting information necessary to resolve disputes or defend against the claims.
2. Preparation and assembly of appeal files.
3. Participation in meetings or negotiations with claimants.
4. Appearance in legal proceedings.
5. Preparation of cost estimates for use in claims negotiations.
6. Preparation of risk assessments/analyses relative to claim exposures.
7. Preparation of findings of fact and any other documentation required by the Government.

(f) **Post Construction Services.** At or near substantial completion of project construction, the CM may be tasked to provide services such as:

1. Assisting MARAD in the formulation of lessons learned
2. Providing "best fit" for vessel arrangement
3. Providing coordination with pilots for vessel maneuvering plans and coordination

Post Construction services will be obtained using the extended contract Man Hour Rates (Section B) where applicable. Services for which pricing has not been established will be procured under the "Changes" clause.

(g) **General Services.** During the life of the contract, the CM may be tasked to provide services not related to a specific project. Such work must be authorized in advance by the Government. Small business subcontracting must be used to the extent agreed upon in the approved CM Subcontracting Plan and as otherwise practicable.

## BLF Construction Management Services: DTMA-91-C-2011-0017

When appropriate, such work will be required under the "Changes" Clause of this contract (new disciplines and work which are not itemized and priced in Section-B). These services may include, but are not limited to:

1. Performing special studies and/or updates to prior studies.
2. Performing other specialized services such as updates to master or environmental plans, existing site surveys, site models, etc.
3. Providing tenant relocation and moving services at facilities other than those associated with a specific project.
4. Providing photographic records beyond the normal scope of presentation and inspection services required.
5. Providing expertise as required in unusual situations from specialty disciplines, such as expert testimony for hearings, etc.
6. Providing certification services of trade societies, institutes, organizations, etc.
7. Providing scheduling and/or estimating services for other MARAD functions (leasing projects, etc.)
8. Performing market research studies.
9. Provide functional support/expertise in areas such as sustainability, fire safety, physical security, geotechnical stability, seismic safety, materials evaluation, etc.

### **C.12 LABOR STANDARDS PROVISIONS (DAVIS BACON ACT).**

The Labor Standards provisions as set forth in Part II, Section-I, of this contract are applicable to Miscellaneous Services and Support Items ordered under this contract.

### **C.13 DAVIS BACON WAGE RATE DECISION.**

When the CO authorizes the CM to provide any Miscellaneous Services and Support Items, he will provide the CM with the current applicable wage rate decisions of the Secretary of Labor, containing wage rates and fringe benefits for categories of labor to be utilized in performing the specified work. The CM agrees to be bound by such wage decisions, and if all or part of the Miscellaneous Services and Support Items will be performed via subcontracts, to include the wage rate decisions in each subcontract.

### **C.14 CM PERSONNEL.**

The CM must take the initiative establishing and maintaining proper business like relations with representatives of the construction contractor(s), with the MARAD Buildings Manager(s) and through the COTR, with client agencies at the work site.

- (a) The official dealings of the CM will be with prime contractors, but not with subcontractors.
- (b) CM personnel will not settle disputes or differences of opinion between prime contractors and their subcontractors, or between subcontractors.
- (c) Where differences of opinion exist between CM personnel and Government personnel, the differences will not be discussed in the presence of the construction contractor or its subcontractors.
- (d) The CM shall not disseminate any information concerning the project or any information that

might be confidential, inflammatory, or derogatory. All requests for information must immediately be forwarded to the COTR before being acted upon.

(e) The CM will not issue oral instructions to, or make any agreements with, prime contractors or their representatives which affect the work in material ways, or which may result in disputes and claims.

(f) The CM will not assume the responsibilities of the construction contractor(s), particularly in areas of coordination of work to be performed by subcontractors.

#### **C.15 GOVERNMENT RECORDS.**

The CM and its subcontractors or consultants shall not disclose any information or data that is proprietary to the Government. All such information or data is reserved exclusively for use between the Government and the CM Contractor, including employees of the CM's firm. When deemed appropriate, the Government may authorize the release of certain information or data necessary for use by the CM in performance of contract work, and in such cases specific written authorization must be given in advance. Such data so released shall not be further disseminated and shall not be considered released into the public domain. The CM must ensure that this clause is included in all tiers of subcontracts.

#### **C.16 PROPRIETARY INFORMATION.**

In the event that performance of any work under this contract causes the CM to gain access to proprietary and/or confidential information of other firms/contractors, the CM is required to immediately execute Technology Exchange Agreements with those firms/contractors, in order to protect the information from unauthorized use. The CM is required to refrain from using any such information for any purposes other than for which it was furnished. The CM must immediately provide the Contracting Officer with a copy of any such agreements with original signatures affixed.

#### **C.17 PROTECTION AND CONTROL OF GOVERNMENT RECORDS AND PROPRIETARY INFORMATION.**

The CM is required to develop and utilize procedures for custody, use/handling, reproduction, preservation, storage, safeguarding, and disposition of all documents and information of this nature. These procedures must be designed and carried out so that there is no unauthorized disclosure of such documents and information throughout the course of contract performance.

#### **C.18 TECHNICAL INSTRUCTIONS.**

The performance of all contract work is subject to the technical instructions given by the COTR. These instructions will consist of available design assumptions, general guidance, supplemental details affecting projects, coordination issues/requirements. Cooperation with the MARAD personnel is of paramount importance in performing contract work.

#### **C.19 RESTRICTIONS ON OTHER WORK**

Under this contract, the CM, its employees, and subcontractors/consultants are not authorized to accept any instructions, interpretations, or requests for work; honor any changes or revisions which may incur expenditures or affect price; or take actions which affect the terms of

performance or any other requirements of the contract and associated task orders without written notification signed by the Contracting Officer.

**C.20 RECYCLED MATERIALS**

It is the policy of the Federal Government to increase the use of recycled products to conserve natural energy resources, reduce waste, and to protect the environment. The use of recycled products, especially recycled content paper products is required to the maximum extent possible.

**SECTION D - Packaging and Marking**

Not Applicable.

## **SECTION E - Inspection and Acceptance**

### **E.1 52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

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

<http://farsite.bill.af.mil/vffara.htm>

### **E.2 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)**

#### **E.3 Contracting Officer's Technical Representative.**

a. The Contracting Officer's Technical Representative (COTR) is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

b. The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes to the Contracting Officer directly or through the COTR. No such changes shall be made without the express prior authorization of the Contracting Officer. The COTR may designate assistants in writing and transmit a copy of such designation through the Contracting Officer to the Contractor.

c. The COTR for this contract will be Mr. James R. Kahler.

d. The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR will be promptly provided to the Contractor by the Contracting Officer in writing.

**SECTION F - Deliveries or Performance**

The period of performance will span from December 1, 2011 to August 31, 2013. The Contracting Officer shall issue the notice to proceed on the later of these two following dates: 7 days after the contract award date of the BLF design-build contract and January 1, 2012.

**SECTION G - Contract Administration Data**

**G.I Address for Invoices**

Mail invoices to the following address;  
DOT Enterprise Services Center (ESC) *OFOIFAA*, Oklahoma City  
MARAD AIP Branch, AMZ-J50  
P.O. Box 25710  
Oklahoma City, OK 73215  
Attn: Tammy Curnett

## SECTION H - Special Contract Requirements

### H.1 DEFINITIONS:

- (a) The following definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.
- (1) Descriptions or definitions:
- (i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.
  - (ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.
  - (iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.
  - (iv) "System" means the system that is the subject of this contract.
  - (v) "System Life" means all phases of the system's development, production, or support.
  - (vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.
  - (vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(End of clause)

**SECTION I - Contract Clauses**

**52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

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

<http://farsite.bill.af.mil/vffara.htm>

**52.202-1 DEFINITIONS. (JUL 2004)**

**52.203-3 GRATUITIES. (APR 1984)**

**52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

**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)**

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**

**52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)**

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2010)**

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)**

**52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)**

**52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

**52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)**

**52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)**

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)**

**52.219-9 Small Business Subcontracting Plan (Jan 2011)**

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

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

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

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

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

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

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

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

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

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

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business

concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

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

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

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

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

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

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

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

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

(2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
- (i) Small business concerns,
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns, and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its

responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

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

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

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

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business

concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

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

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

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

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

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

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

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

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

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

(1) The master plan has been approved;

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

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

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being

provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

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

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

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

(k) The failure of the Contractor or subcontractor to comply in good faith with—

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;"  
or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless

otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

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

(iii) The authority to acknowledge receipt or reject the ISR resides—

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

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

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

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

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

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

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

(ii) Reports submitted under a commercial plan—

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

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

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

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

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

*Alternate I (Oct 2001).* As prescribed in 19.708(b)(1)(i), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small

business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

*Alternate II (Oct 2001).* As prescribed in 19.708(b)(1)(ii), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

*Alternate III (July 2010).* As prescribed in 19.708(b)(1)(iii), substitute the following paragraphs (d)(10) and (l) for paragraphs (d)(10) and (l) in the basic clause;

(d) (10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with the paragraph (l) of this clause. Submit the Summary Subcontract Report (SSR) in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://csrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294; in accordance with the paragraph (I) of this clause. Ensure that subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (1) of this clause, using eSRS.

(l) *The Contractor shall submit a SF 294.* The contractor shall submit SSRs using the web-based eSRS at <http://www.csr.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

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

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

(2) *SSR.*

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

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

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

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

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

(ii) Reports submitted under a commercial plan—

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

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

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

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

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

**52.222-3 CONVICT LABOR. (JUN 2003)**

**52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (OCT 2010)**

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**

**52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)**

**52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)**

**52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)**

**52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)**

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION. (SEP 2010)**

**52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**

**52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)**

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

**52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (FEB 2007)**

**52.232-17 INTEREST. (OCT 2010)**

**52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**

BLF Construction Management Services: DTMA-91-C-2011-0017

52.232-25 PROMPT PAYMENT. (OCT 2008)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR  
REGISTRATION. (OCT 2003)

52.233-1 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)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.  
(APR 1984)

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS  
(ARCHITECT-ENGINEER SERVICES). (AUG 1998)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)

BLF Construction Management Services: DTMA-91-C-2011-0017

**SECTION J - List of Documents, Exhibits and Other Attachments**

J.1 Small Business Subcontracting Plan.