

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   73	
2. CONTRACT NO.		3. SOLICITATION NO. N69450-16-R-2108	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 03 Jun 2016	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC SOUTHEAST FSC-BOS BUILDING 903, PO BOX 30 JACKSONVILLE FL 32212-0030		CODE N69450	8. ADDRESS OFFER TO <b>See Item 7</b>		(If other than Item7)	CODE	TEL: FAX:

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until 02:00 PM local time 18 Jul 2016  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME NICOLE M. PEARSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 904-542-6798	C. E-MAIL ADDRESS nicole.pearson@navy.mil
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### OFFER (Must be fully completed by offeror)

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

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

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

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	TEL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
	EMAIL:		

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

## Section A - Solicitation/Contract Form

A.1 TYPE OF CONTRACT

Award of this solicitation will result in a facilities support indefinite-quantity contract with firm fixed price (FFP) and indefinite delivery indefinite quantity (IDIQ) provisions.

A.2 SERVICE REQUIREMENTS

The outcomes to be achieved are Base Operations Support (BOS) Services at Cooperative Security Location (CSL) Comalapa Air Base, El Salvador. This BOS services include all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide Integrated Solid Waste Management, IT Support and Management, Terminal and Cargo Handling, Facility Investment, Custodial, Pest Control, Grounds Maintenance and Landscaping, Force Protection, and Base Support Vehicles and Equipment services. The outcomes for this acquisition are consistent with the Federal Acquisition Regulation (FAR) 37.101 definitions for service contracts.

A.3 COMPETITION ENVIRONMENT

This contract is solicited under full and open competition.

A.4 NAICS CODE

The NAICS code is 561210, Facilities Support Services.

A.5 PRIOR CONTRACT INFORMATION

This contract replaces contract W91278-13-C-0028, which has an anticipated expiration date of 31 March 2017. The following information applies to that contract. No assurances are made that workload and volume of future effort and costs will replicate past experience. This information is provided merely for informational purposes.

PAE Government Services, Inc.  
1320 N. Courthouse Rd, STE 800  
Arlington, VA 22201

The FFP pricing of the current contract is as follows:

CLIN	Period of Performance	Total
0001	01 Aug 13 – 31 Oct 13	\$193,240.84
0002	01 Nov 13 – 31 Jan 14	\$575,412.00
0003	01 Feb 14 – 30 Apr 14	\$579,722.52
0004	01 May 14 – 31 Jul 14	\$579,722.52
0005	01 Aug 13 – 31 Jul 14*	\$36,397.00
0006	01 Aug 14 – 31 Jan 15	\$1,193,955.82

0007	01 Feb 15 – 31 Mar 15	\$385,651.94
0008	01 Aug 14– 31 Mar 15**	\$0.00
0009	01 Apr 15 – 30 Jun 15	\$2,359,192.96
0010	01 Apr 16 – 31 Mar 17	\$2,494,074.28
0011		\$193,240.84
0012		\$193,240.84
0013	1 Jul 15- 31 Mar 16	1,774,560.71
0014	18 May 15 – 31 Mar 16	60,888.00
0015	31 Mar 2016	23,183.23
Total		\$10,642,483.50

\*This CLIN is for Base Year Service Calls and applies to the entire base year.

\*\* This CLIN is for Option Year 1 Service Calls and applies to the entire option year 1.

The BOS services include the following functions: Integrated Solid Waste Management, IT Support and Management, Terminal and Cargo Handling, Facility Investment, Custodial, Pest Control, Grounds Maintenance and Landscaping, Force Protection, and Base Support Vehicles and Equipment services.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Each	UNIT PRICE	MAX AMOUNT
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0001

Base Year Recurring  
FFP

Recurring Base Operating Support Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Base Period FFP..

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Each		

Base Year Non-Recurring  
FFP

Non-recurring (IDIQ) Base Operating Support Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN A700 to ELIN A703 for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Base Period IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Each		

Option Year 1 Recurring  
FFP

Recurring Base Operating Support Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Option Year 1 FFP.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Option Year 1 Non-Recurring FFP Non-recurring (IDIQ) Base Operating Support Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN B700 to ELIN B703 for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Option Year 1 IDIQ. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Option Year 2 Recurring FFP Recurring Base Operating Support in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Option Year 2 FFP.  NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.  FOB: Destination	UNDEFINED	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006	Option Year 2 Non-Recurring FFP Non-recurring (IDIQ) Base Operating Support Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN C700 to ELIN C703 for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Option Year 2 IDIQ.	UNDEFINED	Each		
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NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0007	Option Year 3 Recurring FFP Recurring Base Operating Support in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Option Year 3 FFP. FOB: Destination	UNDEFINED	Each		
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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		UNDEFINED	Each		

Option Year 3 Non-Recurring  
FFP

Non-recurring (IDIQ) Base Operating Support Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN D700 to ELIN D703 for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Option Year 3 IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		UNDEFINED	Each		

Option Year 4 Recurring  
FFP

Recurring Base Operating Support in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Option Year 4 FFP.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		UNDEFINED	Each		

Option Year 4 Non-Recurring  
FFP

Non-recurring (IDIQ) Base Operating Support Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN E700 to ELIN E703 for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - Option Year 4 IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011		UNDEFINED	Each		

FAR 52.217-8 Option Recurring  
FFP

Recurring Base Operating Support in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - FAR 52.217-8 Option FFP.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	FAR 52.217-8 Option Non-Recurring FFP	UNDEFINED	Each		

Non-recurring (IDIQ) Base Operating Support Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN F700 to ELIN F703 for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: J020000008ELINs.xls, worksheet ELIN - FAR 52.217-8 Option IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

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MAX  
NET AMT

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$

0006	\$	\$
0007	\$	\$
0008	\$	\$
0009	\$	\$
0010	\$	\$
0011	\$	\$
0012	\$	\$

### B.1 PRICING OF CLINS

The contract pricing is structured into 12 Contract Line Item Numbers (CLINs). The base period of one year is covered by CLINs 0001 and 0002. Each of the four one year option periods and the six month option period is likewise covered by two CLINs. The firm-fixed (FFP) price base year requirement and the overall guaranteed minimum for the contract is CLIN 0001. CLINs 0003, 0005, 0007, 0009 and 0011 account for the FFP requirements in each option period. CLINs 0002, 0004, 0006, 0008, 0010 and 0012 contain IDIQ requirements that are pre-priced as part of your offer.

Section B CLINs are supported by Section J Exhibit Line Item Numbers (ELINs). Before Pricing Section B, complete the Section J ELINs in the attached Excel spreadsheet. The spreadsheet includes multiple worksheets, which must be completed. Submit the completed spreadsheet with your proposal in hard copy and electronic format. The spreadsheet contains 10 tabs of ELINs, each corresponding to a Section B CLIN. They are identified for example, as: "Base Period FFP" (which is CLIN 0001), "Base Period IDIQ" (which is CLIN 0002), etc. "First Option Period FFP" (which is CLIN 0003), "First Option Period IDIQ" (which is CLIN 0004), "Second Option Period FFP" (which is CLIN 0005) etc. ELINs with prefix "A" support the Base Year, ELINs with prefix "B" support Option Period 1, ELINs with prefix "C" support Option Period 2. ELINs with prefix "D" support Option Period 3, and ELINs with Prefix "E" support Option Period 4. Therefore the total of ELINs A001AA through A009AE will be the amount you should enter in Section B CLIN 0001. The total of A700 through A703 will be the amount you should enter in Section B CLIN 0002. The total of B001AA through B009AE will be the amount you should enter in Section B CLIN 0003. And the total of B700 through B703 will be the amount you should enter in Section B CLIN 0004. Continue pricing accordingly and make sure that the total of each Tab of ELINs is equal to its corresponding CLIN value entered in Section B. The total of all Section J ELINs should equal the total of all Section B CLINs 0001 through 0012.

### B.2 MAXIMUM NTE AND MIN GUARAN

The maximum or Not to Exceed (NTE) value of an ordering period is the total of all the CLINs in that ordering period. The maximum for any ordering period shall not be exceeded except as may be provided for by formal modification to the contract. Circumstances may change after award such that the Government may need to issue orders which exceed the estimated quantity set forth for any particular CLIN during an ordering period, but will not exceed the maximum value for that ordering period. In this case, the Contractor may agree by signing the task order or starting performance.

Concurrently with the award of the basic contract, the Government intends to issue a task order to obligate the contract minimum guarantee for:

CLIN 0001, Base Period recurring work;

Minimum guarantees do not apply to the option periods.

### **B.3 PRICING DISCREPANCIES**

In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN or ELIN/Sub-ELIN will be recomputed accordingly. The CLIN which includes the recomputed ELIN/Sub-ELIN will also be recomputed to take into account the change in the ELIN/Sub-ELIN.

If the bidder provides a total amount for a CLIN or ELIN/Sub-ELIN, but fails to enter the unit price, the total amount divided by the CLIN/ELIN/Sub-ELIN's quantity will be held to be the intended unit price.

In the event there is a discrepancy between the Section J ELIN pricing and the Section B CLIN price, the Section J ELIN pricing will be held to be the intended offer.

### **B.4 INFORMATIONAL SUBCLINS**

Informational SubCLINs will be incorporated at the time of award with appropriate funding/lines of accounting by customer. These SubCLINs represent funding for each CLIN by customer. The contractor shall not submit totals for SubCLINs.

### **B.5 PHASE-IN AND PHASE-OUT**

Pricing shall include applicable Phase-In and Phase-Out costs. There is no separately priced CLIN for Phase-In and Phase-Out.

### **B.6 FULLY LOADED PRICING**

All pricing, including FFP and IDIQ ELIN pricing, shall be fully loaded. No other allocations, fees, O/Hs, G&A, and profits will be applied when an option is exercised or work is ordered.

### **PERFORMANCE WORK STATEMENT**

This is a performance-based contract which incorporates performance-based specifications.

#### **Consolidated BOS Services:**

The files for Section C are provided as the following attachment posted on the NECO website at <https://www.neco.navy.mil/index.aspx>

N6945016R2108\_SectionC.pdf

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

## FAC 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM  
REQUIRED SERVICES (OCT 2004)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE

“The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 4 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) of Section I and all other remedies for default as may be provided by law.

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of 10 minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below;

(1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES.

5252.246-9304 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK (OCT 2004)

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

## Section F - Deliveries or Performance

F.3 TRANSITION PERIOD

The Government intends to make award by 01 FEB 2017 to allow the successful offeror 60 days to mobilize and transition into place. 60 days prior to completion of the contract term the current contractor will be expected to commence demobilization and support the transition of the follow-on contractor.

F.1 LOCATION

As shown in Section C, the work to be performed under this solicitation and resulting contract is at Cooperative Security Location (CSL) Comalapa Air Base, El Salvador.

F.2 CONTRACT TERM

The estimated start date is 01 APR 2017. The initial contract term of performance is for one year. The entire duration of the contract if all options are exercised is 60 months. There are four option periods and each option period has a term of performance of one year (12 months). If the Government requires a shorter term or exercises an option for a period shorter than one year, the proposed monthly ELIN prices will be used as the basis for establishing the reduced term. The Government may extend the term of the contract in accordance with FAC 5252.217-9301, Option to Extend the Term of the Contract – Services incorporated into the resulting contract.

F.5 ECMRA REPORTING REQUIREME

NMCARS 5237.102(a)(1)(90)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Southeast via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	

0002	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination
0003	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination
0004	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination
0005	POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination
0006	POP 01-APR-2019 TO 01-APR-2020	N/A	N/A FOB: Destination
0007	POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination
0008	POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination
0009	POP 01-APR-2021 TO 31-MAR-2022	N/A	N/A FOB: Destination
0010	POP 01-APR-2021 TO 31-MAR-2022	N/A	N/A FOB: Destination
0011	POP 01-APR-2022 TO 30-SEP-2022	N/A	N/A FOB: Destination
0012	POP 01-APR-2022 TO 30-SEP-2022	N/A	N/A FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

#### CLAUSES INCORPORATED BY FULL TEXT

##### FAC 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 95)

Within 20 days of contract award, prior to commencement of the work, the contractor will meet in conference with representatives of the contracting officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

#### F.4 DELIVERABLES

The files for SECTION F are provided as the following attachment posted on the NECO website at <https://www.neco.navy.mil/index.aspx>:

**N6945016R2108SECTIONF.PDF**

NOTE: Deliverables requirements under the contract should be submitted to the Government via Electronic format. The file document(s) format should be Microsoft Office Version 2010 compatible and an unprotected version. The documents may be submitted via email as 'attachment(s)', file size permitting. Else, the deliverables should be submitted on a CD-ROM.

## Section G - Contract Administration Data

G.1 CONTRACT ADMINISTRATION

Upon award, contract administration shall be assigned to:

NAVFAC SOUTHEAST  
FSC-BOS  
BUILDING 903, PO BOX 30  
JACKSONVILLE, FL 32212

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

FAC 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a change in work to be performed or increases in the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.216-9300 Appointment of Ordering Officer(s) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter. (End of clause)

FAC 5252.216-9306 Procedures for Issuing Orders (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any

order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause)

#### FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

## Section H - Special Contract Requirements

### HISTORICAL AND ARCHAEOLOGICAL

#### H.1 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

#### H.2 NATIONAL VALUE ADDED TAX

In order to obtain exemption from the national value added tax (IVA), the contractor is responsible for obtaining the exemption from the El Salvador Government Tax Office.

### CONSTRUCTION WORK

#### H.3 CONSTRUCTION WORK

This procurement incorporates some major repair, minor construction and stand-alone demolition, which may be accomplished as part of sustainment. The following clauses are included herein and will apply to all construction work performed:

52.211-10	Commencement, Prosecution, and Completion of Work
52.211-12	Liquidated Damages – Construction
52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work
52.222-6	Construction Wage Rate Requirements
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.222-32	Construction Wage Rate Requirements – Price Adjustment (Actual Method)
52.228-2	Additional Bond Security
52.228-12	Prospective Subcontractor Requests for Bonds
52.228-15	Performance and Payment Bonds – Construction (See Note Below)
52.236-2	Differing Site Conditions
52.236-3	Site Investigation and Conditions Affecting the Work
52.236-5	Material and Workmanship
52.236-6	Superintendence by the Contractor
52.236-7	Permits and Responsibilities
52.236-8	Other Contracts
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
52.236-10	Operations and Storage Areas
52.236-11	Use and Possession Prior to Completion
52.236-12	Cleaning Up

52.236-13	Accident Prevention
52.236-14	Availability and Use of Utility Services
52.236-15	Schedules for Construction Contracts
52.236-17	Layout of Work
52.236-21	Specifications and Drawings for Construction
52.236-26	Preconstruction Conference
52.242-14	Suspension of Work
52.243-4	Changes
52.243-5	Changes and Changed Conditions
52.246-12	Inspection of Construction
52.246-21	Warranty of Construction
52.249-2, Alt. 1	Termination for Convenience of the Government (Fixed-Price)
52.249-10	Default (Fixed-Price Construction)
252.236-7000	Modification proposals – price breakdown
252.236-7001	Contract drawings and specifications
5252.228-9300	Individual Surety/Sureties
5252.228-9305	Notice of Bonding Requirements

Note: All necessary performance, and payment bond requirements will be incorporated in construction task orders in accordance with the Miller Act (40 U.S.C. 3131 *et seq.*). Bonds are not required with your proposal submission in response to this solicitation.

#### H.4 COMMENCEMENT, PROSECUTION

Section I, Contract Clauses, incorporates FAR clause 52.211-10, Commencement, Prosecution and Completion of Work. This clause may be incorporated into task orders as applicable. The Government reserves the right to negotiate task order performance period if determined to be in the best interest of the Government.

#### H.5 ORDERING

In accordance with DFARS clause 252.216-7006, Ordering, this authorizes additional methods for issuance of delivery or task orders under the resulting contract. Orders may be issued orally, by facsimile, and/or by electronic commerce methods.

#### H.6 ORDER LIMITATIONS

Section I, Contract Clauses, incorporates FAR clause 52.216-19, Order Limitations. This clause is not applicable to the firm fixed price work and/or the Government-wide Commercial Purchase Card (GCPC) Program

#### H.7 DFARS 211.106

Identification as Contractor Employee:

The Contractor shall be responsible for furnishing to each employee and for requiring each employee to display identification as a Contractor employee (i.e. introduction, badge, other identification) as may be approved and directed by the KO. Distinction as a Contractor employee should be available at all times including in meetings

with Government personnel, telephone conversations, and in formal and informal written correspondence. Prescribed Government identification cards shall be immediately delivered to the KO for cancellation upon release of any employee.

H.8 SCHEDULE OF DEDUCTIONS

Unit prices provided by the successful offeror will be utilized as the basis of deductions pursuant to the clause at 5252.246-9303, a schedule of deductions will not be required.

H.9 SOFA AGREEMENT

This contract is subject to the Status of Forces Agreement (SOFA) between the United States of America and El Salvador dated 15 FEB 2007. The agreement is located in section J of this contract file name: N6945016R2108\_SOFA Agreement.

H.10 DEFENSE BASE ACT INSURANC

~~(a) The U.S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JGC I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:~~

<del>Service</del>	<del>\$3.50</del>	<del>per \$100 of employee remuneration</del>
<del>Construction</del>	<del>\$4.25</del>	<del>per \$100 of employee remuneration</del>
<del>Security</del>	<del>\$10.00</del>	<del>per \$100 of employee remuneration</del>
<del>Aviation</del>	<del>\$17.00</del>	<del>per \$100 of employee remuneration</del>

~~(b) Bidders/Offerors should **compute the total compensation or total payroll**, (salary, plus overseas recruitment incentive and post differential, but **excludes** per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances to include fee or profit) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.~~

~~(1) Compensation of Covered Employees: \_\_\_\_\_  
(Total Payroll Not Total Contract Value) Ex: If total Payroll is \$100,000.00~~

~~(2) Applicable DBA Rate: \_\_\_\_\_  
(Use appropriate Rate) Ex: If a Service, the rate is \$3.50/\$100 or 4%~~

The mandatory DBA insurance may be obtained from commercially available carriers and self-insured employers authorized by the Department of Labor (DOL). The DOL table of authorized carriers and self-insured employers is available at

<http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

Provided below are the DOL's primary DBA insurance carriers' information:

Company	Contact	Contact Information
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ACE	Robin Smith	(215) 640-4836
Allied World Assurance Company (AWAC)	Kevin Behan	(646) 794-0511
American International Group (AIG Chartis)	Rich Friesenhahn	(212) 458-3593
Continental Insurance Company (CNA)	Meng Fan	(212) 440-7207
Starr Indemnity & Liability Company	Shane McCaffrey	(646) 227-6466
Zurich NA	Larry Boyk	(215) 861-6792

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
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
52.215-19	Notification of Ownership Changes	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007

52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.	SEP 2011
252.216-7005	Award Fee	FEB 2011
252.217-7027	Contract Definitization	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7006	Acquisition of the AmericanFlag	AUG 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (OCT 2015)	OCT 2015
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.227-7000	Non-estoppel	OCT 1966
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012

252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract as specified on individual task orders, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than as specified on individual task orders after request for final inspection. The time stated for completion shall include final cleanup of the premises.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of seen in the table below for each calendar day of delay until the work is completed or accepted.

Table 1: General Construction Projects	
Project Cost	Estimated Liquidated Damages Per Calendar Day
\$2,000 – 25,000	\$80
\$25,001- 50,000	\$110
\$50,001 – 100,000	\$140
\$100,001 – 500,000	\$200
Each additional \$100,000 – add \$50	

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Facilities Support Indefinite Quantity Contract resulting from this solicitation.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$1,000,000;or

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

destinations or performance at multiple locations.

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

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

- (1) Any item of supply (including construction material) that is--
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and

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

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

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

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
    - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
      - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
      - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
    - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging

recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://acquisition.gov/?q=browsefar>

<http://farsite.hill.af.mil/VFDFARA.HTM>

[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance/nmcars](https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars)

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Part 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

## 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Investigative Policy and Oversight, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 11H25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of contract award through contract completion date.

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

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

Covered subcontractor means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

Subcontract means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor--

(1) Agrees not to--

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

#### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission

of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

\_\_\_\_\_

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_\_\_\_\_

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____

LPO DoDAAC \_\_\_\_\_  
 DCAA Auditor DoDAAC \_\_\_\_\_  
 Other DoDAAC(s) \_\_\_\_\_

-----  
 (\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

\_\_\_\_\_

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_\_\_\_

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**CLAUSES INCORPORATED BY FULL TEXT**

**252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)**

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. The Continuation of Essential Contractor Services are not included as an attachment. However, all of the services below are considered essential:

- HVAC
- Water services
- Wastewater treatment services
- Electrical distribution services (and emergency back-up generators)
- Airfield operations
- Force protection (CCTV, Security dispatchers, Entry Control Point)
- IT Services
- Vehicle services (maintenance/fueling)
- Cargo/custom services
- Shuttle bus service

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services. The Continuation of Essential Contractor Services is not included as an attachment. However, all services below are considered essential:

- HVAC
- Water services
- Wastewater treatment services
- Electrical distribution services (and emergency back-up generators)
- Airfield operations
- Force protection (CCTV, Security dispatchers, Entry Control Point)
- IT Services
- Vehicle services (maintenance/fueling)
- Cargo/custom services
- Shuttle bus service

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

- (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

**CLAUSES INCORPORATED BY FULL TEXT**

**FAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)**

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontractors under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractors' or consultants' agreements concerning the performance of this contract.

## FAC 5252.216-9306 Procedures for Issuing Orders (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause)

## 5252.216-9310, COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT (MAR 2002)

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

a. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

## 5252.216-9313 MAXIMUM QUANTITIES (JUN 1994)

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-

QUANTITY CONTRACT" clause, the minimum guarantee of work is the firm fixed-price portion of the contract. The maximum dollar value of the contract is the total dollar value of the fixed- price and indefinite quantity Items. The maximum shall not be exceeded except as may be provided for by formal modification to the contract. (End of clause)

FAC 5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

FAC 5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

(b) Debt Securities (Bonds) and Certificates of Deposit:

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner.

FAC 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within To Be Determined (TBD) with Task Order after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

TBD A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

TBD A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run TBD with Task Order from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

FAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c) Prior to commencement of the work, the Contractor may be required to:
  - (1) submit in writing his proposals for effectuating provision for accident prevention;
  - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### FAC 5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

#### FAC 5252.245-9300 GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (DEC 1994)

In accordance with FAR 52.245-2, "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)" clause, Section I, the Government will provide the Contractor the use of Government-owned property as described in Attachment N6945016R2108\_Section\_J for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition, and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

a. Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment\_Section\_J. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

b. Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Attachment\_Section\_J.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the

Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

c. Government-Furnished Material. The Government will furnish the material described in Attachment J-C\_\_ to the Contractor on a one time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

d. Availability of Utilities. The Government will furnish water and electricity at existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed under the contract. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

(1) Utilities specified above will be furnished at no cost to the Contractor.

(2) A restricted telephone line (USOC Class RS4) for on base calls will be provided by the Government at no cost to the Contractor. The Contractor shall install commercial telephone service, and all service and toll charges shall be paid for by the Contractor.

e. Availability of Services. The Government will not provide custodial services and/or refuse collection from existing collection points. Attachment Section J contains a listing of the services provided by the government. If the Government does not provide refuse collection, the contractor will be required to dispose of all garbage and other waste materials generated by his work at a licensed off site landfill.

## Section J - List of Documents, Exhibits and Other Attachments

**SECTION J**

Section J - Table of Contents list the Documents, Exhibits and Other Attachments for this Section are posted on the additional document section of the NECO website at <https://www.neco.navy.mil/index.aspx> with the solicitation.

**Section J – Table of Contents**

The ACQUISITION documents are posted as individual file names as indicated in the table.

**ACQUISITION:**

JB-1	JB1 FTE (Provided as file name: N6945016R2108_JB1FTE.xls)
JB-2	JB-2 Supplemental Pricing (Provided as file name: N6945016R2108_JB2SupplementalPricing.xls)
JH-1	SOFA Agreement (Provided as file name: N6945016R2108_SOFA Agreement)
JL-1	Government Pre-award Inquiry Form (GPIF) (Provided as file name: N6945016R2108GPIF.xls)
JL-2	Site Visit Itinerary (Provided as file name: N6945016R2108_Site_Visit_Agenda.pdf)
JL-3	AMAG Form to Obtain Visitor's Pass (Provided as file name: N6945016R2108_AMAG.xls)
JL-4	SECNAV 5512 Form to Obtain Visitor's Pass/ Access to Kingsville (Provided as file name: N6945016R2120_SECNAV5512.pdf)
JM-2	Past Performance Questionnaire (Provided as file name: N6945016R2108_PPQ.docx)

The TECHNICAL documents are posted as individual file names as indicated in the table or “all-inclusive” under filename: N6945016R2108\_Section \_J.pdf.

**TECHNICAL:**

ELINS	AttachmentJ020000008ELINS
Section C	N6945016R2108_SectionC
Section F	N6945016R2108_SectionF
Section J	N6945016R2108_SectionJ

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$38.5.

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

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

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

(     ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Eminent Domain Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government;  
or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
------------------------------------------------------------------	--------------------------------------------------------------------------------------------

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

L.1 PERIOD OF ACCEPTANCE

Due to the evaluation and review requirements for this procurement, the offeror agrees to hold its offer firm for 120 calendar days from the date specified for receipt of offers.

## CLAUSES INCORPORATED BY REFERENCE

52.215-1 Instructions to Offerors--Competitive Acquisition JAN 2004

## CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVFAC SOUTHEAST

ACQUISITION CORE Attn: Rebecca Jones

PO BOX 30

NAS JACKSONVILLE

JACKSONVILLE, FL 32212-0030

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

(End of provision)

52.237-1 SITE VISIT (APR 1984)

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

(End of provision)

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

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

<https://acquisition.gov/?q=browsefar>  
<http://farsite.hill.af.mil/VFDFARA.HTM>  
[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance/nmcars](https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars)

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 201) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

(a) PROPOSAL REQUIREMENTS. The responsibility determination, non-price proposal, and the price/cost proposal shall be submitted in separate volumes. The non-price proposal shall not contain any cost/pricing information. The non-price proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

- (1) Responsibility Determination Binder: 2 (1 original and 1 copy) copies of the responsibility determination information. With the responsibility determination binder, submit the following:
  - a. Submit completed and signed Standard Form 33 with the applicable DUNS Number and CAGE code of the offeror provided on the face of the SF-33. Ensure the SF-33 includes the appropriate name and address of any newly formed joint venture/partnership arrangement if applicable;
  - b. Submit acknowledgement of all amendments;
  - c. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
  - d. Submit individual representations and certifications if System for Award Management (SAM) representations and certifications are not complete in accordance with FAR 52.204-8;
  - e. The offeror shall provide the latest three complete fiscal year financial statements, certified by an independent accounting firm or at least by an authorized officer of the organization. If a new joint venture/teaming/partnership arrangement is being proposed, include the latest three complete fiscal year financial statements for each firm, certified by an independent accounting firm or at least by an authorized officer of the organization.
  - f. Submit evidence of availability of working/operating capital from an independent financial institution, which will be used for the performance of the resultant contract.
  - g. If joint venture/teaming/partnership arrangement is being proposed, include copies of agreements and letters of commitment signed by the appropriate individuals of each firm. Agreements must include company name, DUNS number, address, point of contact, email address, phone number and fax number. The agreements shall demonstrate the relationship

between firms and identify contractual relationships and authorities to bind the firm/joint venture/team/partnership. Offerors proposing significant subcontracts (subcontracts exceeding 10% of the total contract value) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify contribution to the planned arrangement in terms of the type and proportion of work to be performed. For Joint Venture arrangements discuss the financial responsibilities among the companies.

h. Offerors shall submit plan in accordance with DFARS 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010).

i. Submit two copies of the entire Responsibility Determination information on CD filed inside the cover of the "Original" hard copy Responsibility Determination binder.

j. Paper should be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Double-side printing is permitted. Text will be black using a font no smaller than 11 point, Times New Roman or Courier.

k. There is no page limitation on the responsibility determination submission. Double-side printing is permitted.

(2) Price Proposal Binder: 2 (1 original and 1 copy) copies of the cost/price proposal. With the price proposal, submit the following:

a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);

b. Submit all Price factor requirements;

c. Submit two copies of the entire Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Price Proposal binder. Acceptable readable/searchable formats include MS Word, Excel, and searchable PDF.

d. Offerors shall submit pricing spreadsheet data (Section B, Section J Attachment J-02000010 Exhibit Line Item Numbers) in hard copy and in EXCEL (Microsoft Office Version 2010 compatible) format on a CD-ROM. Formulas shall be traceable. Failure to do so may be cause to render the offer non-responsive. Offerors may utilize the pricing attachments in EXCEL (Microsoft Office Version 2010 compatible) format in Section J for submission of pricing data. Because the pricing evaluation will concentrate on the electronic files submitted, in the event of a discrepancy between the price proposal hard copies and the price proposal electronic copies, the price proposal electronic copies will take precedence.

e. Paper should be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Text (including text in all graphics, exhibits and tables) will be black using a font no smaller than 11 point, Times New Roman or Courier. Double-side printing is permitted. For larger spreadsheets, the offeror may submit folded 11 by 17 inch sheets (with 1 inch margins on all four sides) with printing on one side only.

f. Offerors shall put company name on every pricing page.

g. There is no page limitation on the pricing proposal.

(3) Non-Price Proposal Binder: 4 (1 original and 3 copies) copies of the non-price proposal. With the non-price proposal, submit the following:

a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);

b. Submit all Non-Price factor requirements divided. Each Non-Price factor must have an individual tab divider;

c. Submit three copies of the entire Non-Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Non-Price Proposal binder. Acceptable readable/searchable formats include word, excel, and searchable PDF. In the event of a discrepancy between the Non-Price proposal hard copies and the Non-Price proposal electronic copies, the Non-Price proposal hard copies will take precedence.

d. State a clear acknowledgement within the beginning of the binder that nothing in the following proposal is meant to supersede or reduce any of the individual requirements to which the offer addresses. It is the Government's intent to incorporate the offeror's proposal into the final

contract while at the same time eliminating any contradictory or conflicting requirements between the two. In the event of a conflict between any part or parts of the offer and part or parts of the requirement, the government has the right to selectively choose that part or those parts which are the more advantageous of the two.

e. The non-price proposal submittal shall not exceed 150 pages. Blank tab dividers are excluded from the page limitation. Past Performance Questionnaires and Contractor Performance Assessment Reports will not count toward the page limitation.

f. Offerors shall put company name on every Non-Price page.

g. Paper will be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Text (including text in all graphics, exhibits and tables) will be black using a font no smaller than 11 point, Times New Roman or Courier. Double-side printing is allowed; however each side will be counted as one page.

h. Foldouts are only permitted for the organization charts. Foldouts are limited to 11 by 17 inch white paper (with 1 inch margins on all four sides) that must be folded to fit within the 3-ring D-binder, printing on one side only. 11 by 17 foldouts are considered one page.

(4) All binder covers and spine inserts will contain the solicitation number and title, the offeror's name including individual point of contact, with phone number AND email address.

(5) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

#### FAC 5252.237-9302 SITE VISIT (JUL 1995)

The site visit will be conducted on Tuesday, 14 June 2016. To register for the site visit please contact Nicole Pearson, Contract Specialist via email at [nicole.pearson@navy.mil](mailto:nicole.pearson@navy.mil) and provide the name of your firm and the names of your attendees, by 1700 EST Friday, 10 June 2016. The maximum number of attendees per firm is two. The meeting place for the site visit will be at the Quality Hotel Real Aeropuerto El Salvador located at KM 40 5 Carretera Al, San Salvador, La Paz 1601 at 0745 and the bus will depart at 0800. Visitors will be required to present documentation evidencing personal identification and firm affiliation. The itinerary is provided as an attachment, filename: N6945016R2108\_Site Visit Itinerary.pdf.

#### Hotel Information:

#### Recommended Hotel:

Quality Hotel Real Aeropuerto (5 min from base)

KM 40 5 Carretera Al, San Salvador, La Paz 1601 at 0745

<https://www.choicehotels.com/el-salvador/san-salvador/quality-inn-hotels/sv002>

Other recommended hotels in San Salvador (45 min or more from base depending on traffic)

Sheraton Presidente

Marriot

Hilton

L.2 PROPOSAL DELIVERY

Proposals shall be clearly marked "SOLICITATION N69450-16-R-2108 EL SALVADOR BOS", and sent to the following address:

U. S. Mail:	Other Delivery Services:	Hand-delivered:
NAVFAC SE	NAVFAC SE	NAVFAC Southeast
FSC-BOS Division Acquisition Core (ATTN: Nicole Pearson)	FSC-BOS Division Acquisition Core (ATTN: Nicole Pearson)	Bldg. 903 Lobby Area, Yorktown Ave.
P.O. Box 30	Building 903, Yorktown Avenue	NAS Jacksonville
NAS Jacksonville	NAS Jacksonville	Jacksonville, FL 32212-0030
Jacksonville, FL 32212-0030	Jacksonville, FL 32212-0030	<i>See instructions below.</i> Contact Nicole Pearson at (904) 542-0192 or Nicole Wilhelm at (904) 542-6175 upon arrival at the building for proposal delivery.

No other markings shall be used on the envelope or package(s). Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2004).

For hand-delivered proposals:

Due to increased security at all military installations, Offerors who do not currently have a valid Contractor's ID and Vehicle Decal issued by the Department of Defense (DoD), must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with NAS Jacksonville security regulations, all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor's pass the person must submit a AMAG form at least five days prior to the date of the visit. The AMAG form shall be electronically forwarded to Nicole Pearson at [nicole.pearson@navy.mil](mailto:nicole.pearson@navy.mil) (with a copy to Rebecca Jones at [rebecca.m.jones@navy.mil](mailto:rebecca.m.jones@navy.mil)).

Personnel and vehicle one-day passes must be obtained at the Pass and ID Office on Yorktown Avenue, Building 9. All visitors must bring with them, form SECNAV 5512 on the day of the visit along with two (2) forms of identification as required.

It is imperative that all potential offerors adhere to this notice in order to avoid delay in submitting your proposal. Also, be advised by this notice that the level of security at NAS Jacksonville may change at any time. As the level of security heightens, the amount of time required to gain access to the base also increases. Please contact the contract specialist or the contracting officer, via the email address(es) above, to coordinate hand-delivered proposals.

L.3 ADDITIONAL RFP FILES

REQUEST FOR PROPOSAL (RFP) FILES: Solicitation files are posted to the Navy Electronic Commerce Online (NECO) website (<https://www.neco.navy.mil/index.aspx>) as mandated by our agency. It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

L.4 PRE AWARD INQUIRY FORM

All Government Preaward Inquiries/Requests for Information shall be submitted in writing to the contract specialist at: [nicole.pearson@navy.mil](mailto:nicole.pearson@navy.mil) (with a copy to [nicole.wilhelm@navy.mil](mailto:nicole.wilhelm@navy.mil)) prior to the Government cutoff date of: 8 JUN 2016. All questions must be submitted on the provided Government Preaward Inquiry Form attached as file titled: N6945016R2108GPIF.xls. It is the Offeror's responsibility to verify receipt of all questions with the Contract Specialist, Nicole Pearson at (904) 542-0192.

#### L.5 INCURRED EXPENSES

The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

#### L.6 NO ALTERNATE OR MULTIPLE P

Neither multiple proposals, nor alternate or alternative proposals will be considered in the evaluation.

## Section M - Evaluation Factors for Award

BASIS FOR AWARD

1. In accordance with the Federal Acquisition Regulation, the Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal.

## CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.232-15	Progress Payments Not Included	APR 1984

EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

- Factor 1 – Corporate Experience
- Factor 2 – Management
- Factor 3 – Technical Approach
- Factor 4 – Safety
- Factor 5 – Past Performance

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the

types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. The relative order of importance of the non-cost/price evaluation factors is the technical Factors 1, 2, 3, 4, and 5 are of equal importance to each other and, when combined, are equal in importance to the past performance evaluation/performance confidence assessment Factor 6. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

### 3. Basis of Evaluation and Submittal Requirements for Each Factor.

#### (a) Price:

##### (1) Solicitation Submittal Requirements:

- (i) Provide a completed Section B of the solicitation.
- (ii) Provide a completed Section J Exhibit Line Item Number (ELIN) Pricing Attachment. There are multiple worksheets within this file that require completion.
- (iii) Provide a completed JB-2 Supplemental Pricing Attachment for the Base period of performance.
- (iv) Offerors shall submit pricing data (Section B, JB-2 Supplemental Pricing Attachment and Section J Exhibit Line Item Numbers Attachment) in hard copy and in EXCEL (Microsoft Office Version 2010 compatible) format on a CD-ROM. Offerors may utilize the pricing attachments in EXCEL (Microsoft Office Version 2010 compatible) format in Section J for submission of pricing data. Because the pricing evaluation will concentrate on the electronic files submitted, in the event of a discrepancy between the proposal hard copies and the proposal electronic copies, the proposal electronic copies will take precedence.

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

(v) And/or any other methodology deemed appropriate by the Contracting Officer and consistent with FAR 15.404-1

The Government will evaluate remaining pricing submittals to ensure the following:

(i) Pricing submitted within the Section B and Section J Exhibit Line Item Number (ELIN) Pricing is consistent.

(ii) Fair and reasonable ELIN/unit pricing and identification of unbalanced pricing as appropriate.

(b) Non-cost/price Factors:

The Offeror's response to Factors that require the submission of Experience Narrative and Past Performance shall be based on the following relevancy definition:

**RELEVANT PROJECT:** Relevant projects include those that demonstrate the capability to perform services similar in size, scope, and complexity to those described in the performance work statement/specifications of the RFP with a contract value of \$1,000,000.00 per year or greater and shall be: 1) ongoing with at least 12 months of contract performance completed by the date of receipt of proposals, or 2) shall be completed within the last five (5) years.

(1) **Factor 1, Corporate Experience:**

(i) Solicitation Submittal Requirements: The offeror shall submit a minimum of two (2) to a maximum of five (5) examples of recent, relevant projects that the offeror (including joint venture and partnerships) completed and served as the prime contractor. For each project the offeror shall provide:

- a. Contract number, title, location, and original award date.
- b. Type of Contract (i.e. fixed price, cost reimbursable, etc.)
- c. Client points of contact with current telephone and facsimile numbers, and electronic mail addresses if available (Confidential clients are not acceptable and will result in non-consideration of the project). Failure to provide an acceptable point of contact and a correct telephone number may result in a lower rating.
- d. Description of work (service) performed- similar scope, size and complexity.
- e. Describe the relevance of the project to this solicitation.
- f. Percentage of the work that your firm subcontracted out.
- g. Provide the final/revised contract completion date.
- h. Dollar value; annually and contract life.

An offeror may rely on the prime contractor experience of corporate affiliates (e.g., subsidiaries, sister companies and parent companies) to demonstrate experience, providing the offeror submits the following:

- a. A one-page narrative clearly demonstrating that the corporate affiliates will have meaningful participation in the project by identifying the personnel or resources from the corporate affiliates that will be dedicated to the project; and
- b. An organization chart that demonstrates the corporate relationship of the affiliates.

(ii) **Basis of Evaluation:** For experience, the Government will evaluate the Offeror's demonstrated relevant experience and depth of relevant experience of the offeror as a prime contractor directly responsible to the owner; managing multiple subcontractors and coordinating with multiple stakeholders. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP.

Projects completed by the offeror or its corporate affiliates (e.g., subsidiaries, sister companies, and parent companies) in any capability other than a prime contractor will be considered unacceptable.

Projects completed by a proposed subcontractor will be considered unacceptable.

The prime contractor does not have to self-perform all the work identified in the PWS; however, the prime contractor must demonstrate that it has managed projects that included these services.

If the offeror is a Joint Venture (JV), each member of the JV must demonstrate prime contractor experience on at least one relevant project. If each member of the Joint Venture does not have at least one relevant experience project, then the offeror will be considered unacceptable.

For multiple award contracts (MACs) or indefinite delivery/indefinite quantity (ID/IQ) contracts, the specific relevant task order(s) that constitute a single project on the same site, not the entire MAC or ID/IQ contract, will be considered a project for evaluation purposes.

Offerors who demonstrate projects that exceed experience requirements may be rated higher.

Offerors who demonstrate experience without relying on corporate affiliates (e.g., subsidiaries, sister companies, and parent companies) may be rated higher.

## **(2) Factor 2, Management**

(i) **Solicitation Submittal Requirements:** The offeror shall clearly demonstrate an approach for controlling and managing the entire project, including the interface between the major functional areas and sub-annexes, and the offeror's general management and administration structure. For organizational purposes, address the requested information in the following format.

a. **Workforce Management.** Provide and explain a plan to organize, manage, and supervise workforce personnel to accomplish the requirements of this contract. The plan shall include an organization chart identifying the on-site organization, on-site staff, and corporate staff that will be used to perform this contract as well as the lines of management authority, supervision, span of control, and accountability, including the relationship between overall management (corporate and on-site), administration, sub-annex area organizations, and subcontractors. The plan shall identify the function(s) of the various groups of the organization, direct and indirect staffing and associated trade classifications with skill level (journeyman, etc.) consistent with the FTEs and labor hours provided in Section J Attachment JB1 FTE. The plan shall indicate the number of productive hours per year for each full time and part time employee.

b. **Quality Control Management.** Provide a summary "Quality Control Plan" (QC), i.e. the quality processes (practices, resources, and activities) and minimum controls that will be used to ensure full compliance with all performance objectives and standards as described in Section C 0200000 Management and Administration. Describe the methods to be used to document, measure, and control and improve the quality processes. Describe the plan for training employees in the quality processes.

Describe the processes that will be used to ensure consistent satisfactory performance of subcontractors. Limit the Quality Control Management submission to five (5) pages.

c. Scheduling. Provide the methodology used (i.e. management indicators) to determine if/when there is a need to adjust the recurring work schedule. Describe scheduling procedures that will minimize interference with normal occurrence of Government business and the flexibility to adjust schedules to allow for access outside regular working hours and the flexibility to adjust to workload fluctuations. Describe procedures to manage foreseeable fluctuations in workload, for handling workload surges for IDIQ orders and natural disasters that could occur.

d. Phase-In and Phase-Out Plans. Provide an approach to each phase-in and phase-out plan. The phase-in plan is limited to no more than 60 calendar days. The plans shall include: 1) a schedule for all key events; 2) personnel actions and responsibilities regarding employees at all levels; acquisition, delivery, storage, inventory and disposal of equipment, working stock, and materials (to include inbound items as applicable).

(ii) Basis of Evaluation: Factor 2 will be evaluated as an overall factor with no subfactors. The Government will evaluate the management approach considering the extent to which the Offeror demonstrates a clear understanding of the requirements of the project. The Government will evaluate the effectiveness of the approach to determine the likelihood that the work will be performed in accordance with the requirements of the RFP.

The degree to which the offeror demonstrates a management plan that demonstrates an effective and resource efficient approach to management of their workforce; labor; quality control; scheduling; phase-in and phase-out plans; and energy management will be evaluated.

### (3) **Factor 3, Technical Approach**

#### (i) Solicitation Submittal Requirements:

a. Describe staffing levels for each annex and sub-annex listed below. Provide a completed Attachment JB1 for the total effort to include the prime contractor and all subcontractors for the Base Period. Attachment JB1 FTE is provided under file name N6945016R2108JB1FTE.xls. In summary, provide the rationale for Basis of Estimate (BOE) for each specification item listed in Section J Attachment JB1 FTE. BOE shall include labor classification; annual hours; FTEs; state the estimate data source(s) (such as, RS Means Facilities Maintenance & Repair Cost Data, Whitestone Building and Repair Cost Reference, etc.) and methodology used to develop estimate for performing each specification item listed in JB1. Detailed estimate worksheets are not required.

b. The offeror shall include the methodology to be implemented to accomplish the requirements in each annex and sub-annex and detail how the proposed approach will effectively achieve each performance objective and standard across all annexes and sub-annexes. For each applicable sub-annex, the offeror's methodology shall demonstrate an approach to perform service calls, preventative maintenance program, integrated maintenance program, other recurring services program, unscheduled services, and all other recurring work spec items in the respective sub annexes. The solicitation uses a systems approach that does not list every ancillary part/component of a system, however, the requirement is to maintain the system to include all mechanically and/or electronically interlocked parts, equipment, and components forming a functioning system (i.e. fire protection system, HVAC system, Wastewater Treatment Plant and Collection Systems, Water Distribution, etc.). The offeror's methodology shall clearly demonstrate an approach to performing service on the systems for applicable sub-annexes to

include but not limited to PM and IMP requirements. The methodology clearly demonstrates a labor efficient approach that ensures best industry practices are applied to accomplish all requirements. The methodology clearly demonstrates understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement for each of the following annexes and sub-annexes:

Annex 03 Command and Staff  
 0304010 IT Support and Management  
 Annex 05 Public Safety  
 0501050 Airfield Facilities  
 Annex 15 Facility Support  
 1502000 Facility Investment  
 1503010 Custodial  
 1503020 Pest Control  
 1503030 Integrated Solid Waste Management  
 1503050 Grounds Maintenance & Landscaping  
 Annex 17 Base Support Vehicles and Equipment

c. Risk Mitigation. The offeror shall identify and describe how the technical approach and contingency plans will ensure mitigation of risks involving material, shortages of material, equipment, licensing and certification of workers, workforce of local nationals, language barriers of local nationals, working in secured areas, and any other risks expected to be encountered under the performance objectives and standards of this solicitation across all annexes and sub-annexes.

(ii) Basis of Evaluation: Factor 3 will be evaluated as an overall factor with no sub-factors. The standard is met when the offeror's technical approach:

a. Demonstrates adequate staffing levels for each annex and sub-annex supported by a reasonable Basis of Estimate (BOE), a reasonable understanding of the requirements and labor quantities and skills needed to successfully perform. Offerors who fail to provide a completed Attachment JB1 for the total effort to include the prime contractor and all subcontractors for the base period will be considered unacceptable.

b. Demonstrates an approach/methodology to effectively achieve performance objectives and standards for each annex and sub-annex that reflects the current industry and/or commercial practices, standards and procedures for each major task. The offeror's methodology shall clearly demonstrate an approach to performing service on the systems for applicable sub-annexes to include but not limited to PM and IMP requirements. The methodology presents a labor efficient approach that ensures best industry practices are applied to accomplish all requirements. The approach demonstrates a satisfactory understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement.

c. Demonstrates an understanding of the potential, relevant risks to be encountered during contract performance as well as an approach/contingency plan to effectively mitigate risks across all annexes and sub-annexes.

(4) **Factor 4, Safety:**

(i) Solicitation Submittal Requirements: The offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

a. Experience Modification Rate (EMR): For the three previous complete calendar years [2013, 2014, 2015], submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs may receive a more favorable rating in the evaluation.

b. OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years [2013, 2014, 2015], submit your company OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate based on the number of employees (per 29 CFR 1904.31(a)) in the entire company (per 29 CFR 1904.1(b)(1)); as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates may receive a more favorable rating in the evaluation.

c. Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(ii) Basis of Evaluation: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

a. Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

b. OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

c. Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

**If the Offeror is a Joint Venture, Partnership LLC or other entity consisting of more than one entity, provide past performance information, elements a. through d., for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.**

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation in paragraph (ii):

a. Provide information on national-level, and industry-issued awards that offerors received for outstanding support to SB concerns within the past five (5) years. Include purpose, issuer, and date of award(s). National and industry-issued awards received beyond five (5) years will not be considered.

b. Provide information on previous, existing, planned or pending mentor-protégé agreements (MPA) under any Federal Government, or other, program held within the last five years. Information should include, at a minimum, the members, objectives, period of performance, and major accomplishments during the MPA.

c. Provide information on past use of Community Rehabilitation Program (CRP) organizations certified under the AbilityOne Program by SourceAmerica, or the National Industry for the Blind (NIB). Information should include the contract type, type of work performed, period of performance, and number of employed severely handicapped persons.

**(5) Factor 5, Past Performance:**

(i) Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE FOR EACH PROJECT SUBMITTED IN RESPONSE TO FACTOR 1, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Corporate Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment

N6945016R2111-PPQ.docx), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Nicole Pearson or Rebecca Jones via email at [nicole.pearson@navy.mil](mailto:nicole.pearson@navy.mil) or [rebecca.jones@navy.mil](mailto:rebecca.jones@navy.mil) prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last five years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

(ii) Basis of Evaluation: This factor will be evaluated as an overall factor with no sub-factors. The Government will evaluate the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g. PPIRS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds