

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 405	
2. CONTRACT NO.		3. SOLICITATION NO. N33191-12-R-1017	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 17 Feb 2012	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA PSC 817 BOX 51 FPO AE 09622-0051			CODE N33191	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX 39-081-568-4342			See Item 7		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 _____ until 03:00 PM local time 27 Mar 2012
(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 TERRY HOMBURG	B. TELEPHONE (include area code) (NO COLLECT CALLS) 0039-0444-71-7288	C. E-MAIL ADDRESS Terry.homburg@eur.army.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)		
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		

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 Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE			
TEL:	EMAIL:	(Signature of Contracting Officer)			

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

Section B - Supplies or Services and Prices

SUPPLIES OR SERVICES AND PRICE

B.1 Contract Title: Base Operations Support Services for Naval Support Activity, Bahrain.

B.2 Type of Contract: Combination Firm Fixed-Price and Indefinite Quantity Service – type contract as noted in Section L, Instructions, Conditions, and Notices to Bidders, FAR 52.216-1 Type of Contract (APR 1984)

B.3 Contract Term: This contract contains provisions for one (1) base period and multiple option performance periods in accordance with Section I, Contract Clause, NFAS 5252.217-9301, Option to Extend the Term of the Contract - Services (JUN 1994).

B.4 Period of Performance:

CLIN 0001	1 Oct 2012 though 28 Feb 2013
CLIN 0002	1 Oct 2012 though 28 Feb 2013
CLIN 0003	1 Mar 2013 through 28 Feb 2014
CLIN 0004	1 Mar 2013 through 28 Feb 2014
CLIN 0005	1 Mar 2014 through 28 Feb 2015
CLIN 0006	1 Mar 2014 through 28 Feb 2015
CLIN 0007	1 Mar 2015 through 29 Feb 2016
CLIN 0008	1 Mar 2015 through 29 Feb 2016
CLIN 0009	1 Mar 2016 through 28 Feb 2017
CLIN 0010	1 Mar 2016 through 28 Feb 2017

B.5 CONTRACT LINE ITEMS NUMBERS (CLINS) AND EXHIBIT LINE ITEM NUMBERS (ELINS)

- a. Bidders shall enter unit prices and amounts for CLINs and ELINs.
- b. 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 CLINs and ELINs will be recomputed accordingly. If the bidder provides a total amount for a CLIN or ELIN but fails to enter the unit price, the total amount divided by the CLIN or ELIN quantity will be held to be the intended unit price.

B.6 Indefinite Quantity Individual Contract Line Item Quantities: Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.

B.7 Unit Prices for Labor: The unit price proposed by the Contractor shall be in accordance with Annex 2, item 2.17.2, Unit-Priced Labor (UPL).

B.8 Government Purchase Card: Indefinite quantity work may be ordered at the prices offered by two ways: 1) by the issuing activity using a DD Form 1155 “Order for Supplies and Services”; 2) or by an authorized Government user via a Government Purchase Card (GPC). When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

B.9 Contractor Support of Electronic Facilities Support Contracting (e-FSC): This procurement allows for the use of DoD EMALL for issuing orders. Refer to Section H, Special Contract Requirements.

B.10 INCORPORATION OF TECHNICAL PROPOSAL

- a. The Contractor’s technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel

shall meet or exceed the qualification standards, experience levels, and trade background set forth in the technical proposal.

- b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal, and the (ii) the technical proposal.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Period - FFP FFP Firm Fixed-Price Work for the Base Period FOB: Destination	UNDEFINED	Dollars, U.S.		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Base Period- IQ FFP Indefinite Quantity Work for the Base Period FOB: Destination	UNDEFINED	Dollars, U.S.		

MAX
NET AMT

Total for CLINs 0001 & 0002 \$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Option Period One - FFP FFP Firm Fixed-Price Work for Option Period One FOB: Destination	UNDEFINED	Dollars, U.S.		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Option Period One - IQ FFP Indefinite Quantity work for Option Period One FOB: Destination	UNDEFINED	Dollars, U.S.		

MAX
NET AMT

Total for CLINs 0003 & 0004 \$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Dollars, U.S.		
	Option Period Two - FFP FFP Firm Fixed-Price Work for Option Period Two FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Dollars, U.S.		
	Option Period Two - IQ FFP Indefinite Quantity Work for Option Period Two FOB: Destination				

MAX
NET AMT

Total for CLINs 0005 & 0006 \$_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		UNDEFINED	Dollars, U.S.		
	Option Period Three - FFP FFP Firm Fixed-Price Work for Option Perion Three FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		UNDEFINED	Dollars, U.S.		
	Option Period Three - IQ FFP Indefinite Quantity Work for Option Period Three FOB: Destination				

MAX
NET AMT

Total for CLINs 0007 & 0008 \$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0009	Option Period Four - FFP FFP Firm Fixed-Price Work for Option Period Four FOB: Destination		Dollars, U.S.		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0010	Option Period Four - IQ FFP Indefinite Quantity Work for Option Period Four FOB: Destination		Dollars, U.S.		

MAX
NET AMT

Total for CLINs 0009 & 0010 \$ _____

Total for CLINs 0001 through 0010\$ _____

Section C - Descriptions and Specifications

010000 GENERAL INFORMATION

1

Section D - Packaging and Marking

Reserved.

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

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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)

5252.246-9303 ALT 1

**5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM
REQUIRED SERVICES (OCT 2004) ALTERNATE I (APR 1999)**

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 and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. 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 20 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 20 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 50 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. N/A

(e) Change of Occupancy Maintenance (COM). In the event the contractor fails to complete change of occupancy maintenance within the number of days allowed, the Government may assess the COM liquidated damages shown below in addition to the liquidated damages set forth above. COM liquidated damages are based on the prevailing average daily Basic Allowance for Quarters (BAQ) with dependents, plus the average Variable Housing Allowance (VHA). Current applicable rates are shown below; however, actual charges shall be based on the prevailing rates in effect at the time.

COM Liquidated Damages	
Type of Unit	LDs Per Calendar Day
F&GOQ (Flag and General Officers' Quarters)	N/A
SOQ (Senior Officers' Quarters)	N/A
FGQ (Field Grade Officers' Quarters)	N/A
CGO (Company Grade Officers' Quarters)	N/A
SE (Senior Enlisted Quarters)	N/A
JE (Junior Enlisted Quarters)	\$222.00

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	28-FEB-2013		N/A FOB: Destination	
0002	28-FEB-2013		N/A FOB: Destination	
0003	28-FEB-2014		N/A FOB: Destination	
0004	28-FEB-2014		N/A FOB: Destination	
0005	28-FEB-2015		N/A FOB: Destination	
0006	28-FEB-2015		N/A FOB: Destination	
0007	29-FEB-2016		N/A FOB: Destination	
0008	29-FEB-2016		N/A FOB: Destination	
0009	28-FEB-2017		N/A FOB: Destination	
0010	28-FEB-2017		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
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

DELIVERABLES

SECTION F: DELIVERIES OR PERFORMANCE

SCHEDULE OF DELIVERABLES						
Spec/ Spec Item	Form Attachment Number	Deliverable Title	Date(s)/Time(s) Period of Submission	Distribution		Frequency
				Original	No. of Copies (Elec)	
Annex 2 Specification 0200000—Management and Administration						
0200000/ 2.2.2	Contractor developed	Request to Work Outside Government's Regular Working Hours	At least 72 hours prior to requested day	KO	1	Once per request
0200000/ 2.3.3	N/A	Evidence of Permits and Licenses	Before work commences and as requested by the KO	KO	1	Once as specified; per request
0200000/ 2.3.4	N/A	Certificate of Insurance	Within 15 calendar days after award	KO	1	Once as specified
0200000 2.4.5	N/A	Property Management Plan	Within 45 days after award	KO	1	Once as specified
0200000/ 2.5	N/A	Samples, MSDS, Manufacturer's Data Cut Sheets of Materials	When requested	KO	1	Once per request
0200000/ 2.7.2	N/A	Verbal Scheduling and Work Status Report	Within 2 hours of inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours	KO	1	Once per inquiry
0200000/ 2.7.3.1	N/A	Initial Work Schedule	Within 15 calendar days after award	KO	1	Once per year
0200000/ 2.7.3.2	N/A	Monthly Work Schedule	Within 5 working prior to next month	KO	1	Monthly
0200000/ 2.7.4	N/A	Service Interruptions	Per local procedures; as soon as practicable for emergency breakdowns	KO, affected tenants, customers	1	Once per each interruption
0200000/ 2.7.5	N/A	Computerized Maintenance Management System Input	At the end of each workday	MAXIMO	1	Daily
0200000/ 2.7.5.1	Contractor developed	Inventories and Workload Data	Within 15 days after the end of each contract period and monthly thereafter and upon request by the KO.			
0200000/ 2.7.7.1	Contractor developed	Quality Assurance (QA) Plan	Within 30 calendar days after award and within seven calendar days of any change	KO	1	Once as specified
0200000/ 2.7.7.2	N/A	QA Surveillance File	Within 5 calendar days	KO	1	Once as

SCHEDULE OF DELIVERABLES						
Spec/ Spec Item	Form Attachment Number	Deliverable Title	Date(s)/Time(s) Period of Submission	Distribution		Frequency
				Original	No. of Copies (Elec)	
2.7.7.2			of termination of the contract			specified
0200000/ 2.7.7.3	N/A	Contractor QA Report	As specified	KO	1	Weekly
0200000/ 2.8.1	Key Personnel	Contractor Developed	Within 15 calendar days after award	KO	1	Initially and whenever changes are made.
0200000/ 2.9.1	Contractor developed	Security and Entrance Clearances	Prior to commencement of work	KO	1	Once per request
0200000/ 2.9.4	Contractor developed	Employee Listing	10 days before contract start	KO	1	Initially and whenever changes are made
0200000/ 2.10.1	Contractor developed	Accident Prevention Plan (APP)	Within 30 calendar days following award, annually, and within 15 days whenever changes occur	KO	1	Annually and upon each change
0200000/ 2.10.2	Contractor developed	Activity Hazard Analysis	For IDIQ TO work, at least 2 regular working days prior to work start	KO	1	Once per TO issuance
0200000/ 2.10.3 2.10.3.1 – 2.10.3.13	Contractor developed	Occupational Risk and Compliance Plans and Programs	With APP	KO	1	Annually and upon each change
0200000/ 2.10.4	CSIR Form	Navy Contractor Significant Incident Report (CSIR)	Within one calendar day of accident	KO	1	Once per occurrence
0200000/ 2.10.4	WHE Accident Report (Crane and Rigging Gear) Form	WHE Accident Report	Within 30 calendar days of the accident	KO	1	Once per occurrence
0200000/ 2.10.4.1	Contractor developed	Initial Accident Reporting Notification Report	Immediately after the accident but not later than 4 hours following occurrence	KO	1	Once per occurrence
0200000/ 2.10.4.1	Contractor developed	Follow-on Accident Reporting Notification Report	Close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning	KO	1	Once per occurrence; daily thereafter
0200000/ 2.10.4.1	Contractor	Final Accident	Within 24 hours after	KO	1	Once per

SCHEDULE OF DELIVERABLES						
Spec/ Spec Item	Form Attachment Number	Deliverable Title	Date(s)/Time(s) Period of Submission	Distribution		Frequency
				Original	No. of Copies (Elec)	
2.10.4.1	developed	Reporting Notification Report	completing the investigation of the accident			occurrence
0200000/ 2.10.6	Contractor developed	On-Site Labor Report	By the fifth working day of the following month	KO	1	Monthly
0200000/ 2.10.8	Per requirements	Safety Certifications	Prior to start of work where required, and upon expiration	KO	1	Once as specified
0200000/ 2.11.1.1	Contractor developed	Hazardous Materials Inventory	At least 2 days prior to use	KO, Environme ntal Protection Office	1	Once as specified
0200000/ 2.11.7	Contractor developed	Asbestos Containing Material Notification	Verbally within 1 hour and written ACM notification within 24 hours following discovery	KO	1	Once per occurrence
0200000/ 2.11.8	Contractor developed	Sustainable Procurement and Practices Plan	Within 15 calendar days after award	KO	1	Once as specified
0200000/ 2.11.8	Contractor developed	Sustainable Delivery of Services Report	Annually by 1 Nov	KO	1	Annually
0200000/ 2.13	N/A	Technical Library Contents	Upon completion or termination of the contract	KO	1	Once as specified
0200000/ 2.14	Contractor developed	Warranty Management Report	Prior to performing repair work on items covered by a warranty	KO	1	Once per occurrence
0200000/ 2.16.4	Contractor developed	Notification for Work Exceeding the FFP Limit of Liability	Within two hours following determination	KO	1	Once per occurrence
0200000/ 2.16.5	Contractor developed	Inventory Data Quantity Variation	Annually	KO	1	Upon request
0200000/ 2.17.1.2	Contractor developed	Consolidated IDIQ Invoice for EMALL Ordered Work	First work day of each month.	KO	1	Monthly
0200000/ 2.17.3	Contractor developed	IDIQ Task Order Proposal	Within 2 working days following receipt of the RFP	KO	1	Once per occurrence
Annex 4 Specification 0401050—Harbor Security						
0401050/ 3.1	Contractor developed	PM Program	Within 30 calendar days after award.	KO	1	Monthly

SCHEDULE OF DELIVERABLES						
Spec/ Spec Item	Form Attachment Number	Deliverable Title	Date(s)/Time(s) Period of Submission	Distribution		Frequency
				Original	No. of Copies (Elec)	
Annex 10 Specification 1002000—Supply Services						
1002000/ 2.4	Contractor developed	List of personnel requiring log-ins and access	30 calendar days after award	KO	1	Once and as required
1002000/ 3.1.1	J-1002000-04	Services provided	1200 the first working day of each week.	TO	1	Weekly
1002000/ 3.4.2.3	Contractor developed	Annual Inventory Written Notice	At least ten days prior to start of annual inventory	KO, Supply Officer	1	Once per occurrence
1002000/ 3.4.2.3	Contractor developed	Assessments of customer HAZMAT storage areas.	Within 30 days of contract start	KO, Supply Officer	1	Initial and Semi Annually
Annex 13 Specification 1300000—Galley						
1300000/ 2.2.4	Contractor developed	Employee Medical Examination Records	Upon request	KO and FSO	1	As requested
1300000/ 3	MAXIMO	Customer Survey Monthly Summary Report	Within five days following the end of each month	MAXIMO	1	Monthly
1300000/ 3	Contractor developed	Patron Cash Collection Plan	Within 45 days of contract start	KO, FSO		Once as specified
1300000/ 3.1	Contractor developed	Contingency Plan for Excess Demand	Within 30 days following contract award	KO,FSO	1	Once as specified
1300000/ 3.1.1	Contractor developed	35-day Cycle Menu	Within 30 days after contract award and ten days prior to the start of each new cycle	KO	1	Initially and every 35 days
1300000/ 3.1.1	Contractor developed	Menu Change Approval Request	Within seven working days prior to the day of the menu change	KO, FSO	1	Once per occurrence
1300000/ 3.1.2	Contractor developed	Menu Review Board/Menu Planning Board Meeting Minutes	Within seven days following the meeting	KO, FSO	1	Monthly
1300000/ 3.2	NAVSUP Form 1090	Food Preparation Worksheet	At the end of each workday	NAVSUP	1	Daily
1300000/ 3.3	NAVSUP Forms 1291 and 1292	Weekly Summary Sign-In Report	Weekly	KO, FSO	1	Weekly
1300000/ 3.3.1	DoD Form 1544	Cash Meal Payment Book	At the end of each workday	FSM	1	Daily
1300000/ 3.3.1	NAVSUP Form 470	Cash Receipt Book	At the end of each workday	FSM	1	Daily
1300000/ 3.3.1	DoD Form 1131	Cash Collection Voucher	At the end of each workday	FSM	1	Daily
1300000/ 3.3.1	NAVSUP	General Mess	Within five days	FSM	1	Monthly

SCHEDULE OF DELIVERABLES						
Spec/ Spec Item	Form Attachment Number	Deliverable Title	Date(s)/Time(s) Period of Submission	Distribution		Frequency
				Original	No. of Copies (Elec)	
3.3.1	Form 1359	Summary Document	following the end of each month			
1300000/ 3.4.2	MAXIMO	Mess Gear Inventory; Damaged Item Replacement Requests	Weekly	MAXIMO /KO	1	Weekly; as required
1300000/ 3.5	Contractor developed	Housekeeping and Sanitation Services Schedule	Within 30 days following contract award	KO/FSM	1	Once as specified
Annex 14 Specification 1401000—Family Housing						
1401000/ 3	Contractor developed	Inventory listing	Within one day of request	KO/HO	1	As requested
1401000/ 3.1	Contractor developed	Disposal Process	Within 30 days of contract start.	KO/HO	1	Once
Annex 14 Specification 1402000—Unaccompanied Housing						
1402000/ 3.1	Contractor developed	BH Utilization and Occupancy Reports.	Daily	HO	1	As required
1402000/ 3.1	Contractor developed	Supplies and Materials Orders.	As required	KO/HO	1	As required
1402000/ 3.1	Contractor developed	Usage Data.	When Requested	KO/HO	1	As required
1402000/ 3.1.1.1	Contractor developed	Daily Occupancy Report	Implementation of THREATCON BRAVO PLUS or higher	KO/HO CMC	1 via email	Daily
1402000/ 3.1.2	Contractor developed	Updated Inventory	Within 30 days following contract start date and annually thereafter	KO/HO	1	Annually
1402000/ 3.1.2	Contractor developed	Need for additional and replacement FF&E, supplies and amenities	At least 45 days in advance of the requested delivery date.	KO/HO	1	As required
1402000/ 3.2.3	Contractor developed	Updated Inventory	Within 30 days following contract start date and annually thereafter	KO/HO	1	Annually
1402000/ 3.2.3	Contractor developed	Inventories of consumable and non- consumable supplies and amenities.	Monthly	KO/HO	1	Monthly
1402000/ 3.2.3	Contractor developed	Need for additional and replacement FF&E, supplies and amenities	At least 45 days in advance of the requested delivery date.	KO/HO	1	As required
Annex 15 Specification 1502000—Facility Investment						
1502000/ 3	Contractor developed	MAXIMO Maintenance	Within 2 working days following the month	KO	1	Monthly

SCHEDULE OF DELIVERABLES						
Spec/ Spec Item	Form Attachment Number	Deliverable Title	Date(s)/Time(s) Period of Submission	Distribution		Frequency
				Original	No. of Copies (Elec)	
		Summary Report	during which the work is performed			
1502000/ 3.2	Contractor developed	PM Program	Within 30 days following award	KO	1	Once as specified
1502000/ 3.3	Contractor developed	PM Schedule and Unaccomplished PM Report	Within 3 working days following the end of the month the work was performed	KO	1	Monthly
1502000/ 3.3.1	Contractor developed	Grease Trap Cleaning Schedule	Within 30 days following award	KO	1	Once as specified
1502000/ 3.4.1.3	Contractor developed	Patron Count	First Day of each month pool is in operation	KO	1	Monthly during pool operations
1502000/ 3.4.2	Contractor developed	Daily Log		KO	1	
1502000/ 3.5	Contractor developed	NAMFI defective equipment	With 3 calendar days of completing each buildings inspection	KO	1	Quarterly
1502000/ 3.6	Contractor developed	VTE Certification and Testing Notification	30 calendar days before VTE will be ready for testing and certification	KO	1	As required
Annex 15 Specification 1503010—Custodial						
1503010/ 3.1	Contractor developed	Schedule of Custodial Services	Within 45 days following award	KO	1	Once as specified and upon each change
Annex 15 Specification 1503020—Pest Control						
1503020/ 2.2.1	Per Host Nation requirements	Proof of Certification	Within 15 days prior to start of work	KO	1	Once as specified
1503020/ 2.3.1	Per Host Nation requirements	Permits	Within 5 days prior to the start of any work that requires permits	KO	1	Once as specified
1503020/ 2.3.3	Contractor developed	Calibration and Droplet Analysis Report	With the monthly invoice (when required)	KO	1	Monthly
1503020/ 2.4	Contractor developed	Proposed changes in pesticide usage	At least five business days in advance of the anticipated use.	KO	1	As Required
1503020/ 3	Contractor developed	Contractor's Work Plan (CWP)	Within 30 days following contract award, and at least 10 calendar days in advance of the anticipated use for any proposed changes in pesticide usage	IPMC via KO	1	Once as specified and once per occurrence

SCHEDULE OF DELIVERABLES						
Spec/ Spec Item	Form Attachment Number	Deliverable Title	Date(s)/Time(s) Period of Submission	Distribution		Frequency
				Original	No. of Copies (Elec)	
1503020/ 3	Contractor developed	Conditions that Promote or are Conducive to Pest Infestations Report	Within one working day after citing conditions	KO	1	Once per occurrence
Annex 15 Specification 1503030—Integrated Solid Waste Management (ISWM)						
1503030/ 2.3	Contractor developed	Permits and Licenses	Within 15 calendar days after contract award	KO	1	Once as specified
1503030/ 3	Contractor developed	Monthly Summary Report	With invoice	KO	1	Monthly
1503030/ 3	Contractor developed	Solid Waste Collection Schedule	Within 15 calendar days following award	KO	1	Once as specified
Annex 15 Specification 1503050—Grounds Maintenance and Landscaping						
1503050/ 2.4.7	Contractor developed	Water Conservation Plan	Within 30calendar days after contract award	KO	1	Once as specified
1503050/ 3	N/A	MSDS sheets and Catalog Cut Sheets or Samples of All Proposed Fertilizers	Within 15 days prior to use	KO	1	Once as specified
1503050/ 3.1	Contractor developed	Soil Analysis Test Results and Proposed Type of Fertilizer	Prior to applying fertilizer	KO	1	Once as specified
Annex 16 Specification 1602000—Electrical						
1600000/ 3	Contractor developed	Critical spare parts list	Within 45 days of contract start	KO	1	Once as specified; when required
1600000/ 3.1	Contractor developed	PM Program	Within 30 days of award	KO	1	Initially and as revised
Annex 16 Specification 1604000—Wastewater						
1604000/ 3	Contractor developed	Certificate of Waste Water Analysis	Monthly, within 7 days of sampling	1	KO	Monthly
Annex 17 Specification 1700000—BSVE						
1700000	2.6	NAVFAC Form 9- 11240/9, Activity Utilization Report	Monthly	KO	1	Monthly
1700000	2.6	PM Report (scheduled PMs)	Monthly	KO	1	Monthly
1700000	2.6	Unaccomplished PM Report (scheduled PMs not completed)	Monthly	KO	1	Monthly
1700000	2.6	BSVE Misuse/Abuse Reports	As Required	KO	1	As Required
1700000	2.6	Vehicle Mileage/Operating Hours	Monthly	KO	1	Monthly

SCHEDULE OF DELIVERABLES

Spec/ Spec Item	Form Attachment Number	Deliverable Title	Date(s)/Time(s) Period of Submission	Distribution		Frequency
				Original	No. of Copies (Elec)	
1700000	2.6	Monthly Downtime Report	Monthly	KO	1	Monthly
1700000	2.6	Labor/Material Expenditures Report	Monthly	KO	1	Monthly
1700000	3.	Schedule for testing the equipment listed in J-1700000-01	30 days from contract start	KO	1	Monthly
1700000/ 3.3.2	Contractor developed.	Names of Contractor personnel performing load testing certification listed in J-1700000-01	30 days from contract start	KO	1	Monthly
1700000 3.3.2	Contractor developed	Inspection and Load Test Certification of MHE	Within 30 days from contract start.	KO	1	Monthly
1700000/ 3.3.3	Contractor developed	Preventive Maintenance Schedule	Within 30 days from contract start.	KO	1	Monthly

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7009 Mandatory Payment by Governmentwide Commercial DEC 2006
Purchase Card

CLAUSES INCORPORATED BY FULL TEXT

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 Government employee other than the Contracting Officer directs a change in 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.

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (MAR 2002)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 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 When mailed, 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 during an emergency. Modifications to task orders will be issued on Standard Form (SF 30).

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

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9301 Invoicing Procedures Electronic. As prescribed in 32.7004 insert a clause substantially the same as the following:

INVOICING PROCEDURES ELECTRONIC (NOV 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or emailing cscassig@csd.disa.mil. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	Fill In (pick one of the following, deleting this statement

	and any information outside the quotation) 'Invoice as 2-in-1 (Services Only)' for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs. 'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.
On the WAWF "Header Tab" the following is required:	
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify "Not Applicable"
Accountable Official Email Address	Fill In, if applicable or specify "Not Applicable"
Operations Assistant (OA) Email Address	Fill In, if applicable or specify "Not Applicable"
Activity Fund Administrator email Address	Fill In, if applicable or specify "Not Applicable"

The NAVFAC WAWF point of contact for this contract is Ms. Cherie Mitchell and can be reached at (+39) 081-568-4362 or cherie.mitchell@eu.navy.mil.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 877-251-WAWF (9293), ccl-ec-navy-wawf-helpdesk@dfas.mil or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) 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:

X (1) 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.

X (2) 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.

X (3) 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

CLAUSES INCORPORATED BY REFERENCE

252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
5252.216-9313	Maximum Quantities	JUN 1994

CLAUSES INCORPORATED BY FULL TEXT

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 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.232-1	Payments	APR 1984

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
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
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	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
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7004	Protection of Human Subjects	JUL 2009
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued through the 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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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 \$150,000;

(2) Any order for a combination of items in excess of \$150,000; 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 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after CCD.

(End of clause)

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 the performance period.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) ALTERNATE I (AUG 2007)

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

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.

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.

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.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees 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; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

- (1) Notify its employees of--

(i) (A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies Performance to in/at:
Trafficking in Persons	http://ctip.defense.gov/docs/tip%20dodi%20220001p.pdf	
Applies to performance at: NSA Souda Bay, Crete, Greece and all outlying areas.		

(ii) The actions that will be taken against employees for violations of this policy. Such actions 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 or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to--

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of clause)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts 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 subcontractor's or consultants' agreements concerning the performance of this contract.

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 the 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. The 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 or 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.

(e) 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.

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.

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.

5252.236-9303 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 Office to discuss and develop mutual understandings relative to administration of the overall safety program

In accordance with FAR clause 52.245-1, Government Property (JUN 2007), Section I, the Government will provide the Contractor the use of Government-owned facilities, equipment, and utilities 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 Section C 0200000, 2.4.1. 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 J-0200000-03.

(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) Availability of Utilities. The Government will furnish electricity, fresh water, and sewage services 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.

(d) Availability of Services. The Government will provide refuse collection from existing collection points. Section C 0200000, 2.4.2 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. (End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.209-7	Information Regarding Responsibility Matters	JAN 2011
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-18	Place of Manufacture	SEP 2006
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
252.204-7007 Alt A	Annual Representations and Certifications Alternate A	NOV 2011
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the

offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2011)

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

(2) The small business size standard is \$35.5M.

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

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

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (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 ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(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) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 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.

(x) 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.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----- (i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (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 Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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 ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

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

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

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

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

(End of provision)

REPRESENTATION & CERTIFICATION

252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation 2012-00004)(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

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.233-2	Service Of Protest	SEP 2006
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 30 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.

INSTRUCTIONSL.1 SITE VISIT

The pre-proposal conference and site visit is scheduled for 7 and 8 March 2012 at the Naval Support Activity, Souda Bay, Crete, Greece. The conference will start at 9:00 a.m. on 7 March in building 96 (Graffiti's) and will last for approximately one hour. Following the conference, there will be a two-hour walking site visit of NSA. After lunch, there will be a bus tour of two off-base sites, Marathi Pier and NAMFI Barracks. On 8 March, the site visit will begin at 9:00 a.m. at Bldg 96 with a bus tour of two other off-base sites, Malaxa and the radar site. The site visit will finish by noon on 8 March. There will not be a site visit to Larissa on mainland Greece.

Access to some activities is limited and tightly controlled. The following information is required to attend the pre-proposal conference and site visit:

- a. Name of Company
- b. Name, first and last, of attendee
- c. Telephone number to clarify information
- d. Nationality of attendee
- e. If U.S. citizen, last four of social security number of attendee
- f. Copy of identification and or passport of attendee

Submit the above information via e-mail to the following addresses: paulette.iliopoul.gr@eu.navy.mil , terry.homburg@eur.army.mil , and debra.thomerson@eu.navy.mil .

Requests for attending the pre-proposal conference and site visit must be submitted ten (10) calendar days prior to event in order to clear security and reserve transportation for the site visit.

Pre-proposal conference and site visit attendance is limited to three representatives per prime contractor.

Bring your copy of the solicitation with you, as no copies will be provided at the pre-proposal conference.

If you will have a rental car, then you will have to get a pass from the second gate in order to drive and park on the base.

L.2 FORMAT TO SUBMIT PRE-PROPOSAL INQUIRIES (PPI)

All prospective offerors submitting PPIs must use the attached PPI form. All PPIs shall be submitted to Ms Debra Thomerson at e-mail address debera.thomerson@eu.navy.mil with a copy to Ms Angela Tsukala at e-mail address angela.tsukala.gr@eu.navy.mil.

In order to allow time for the Government to respond to the PPI, the cutoff date for PPIs is ten calendar days before the proposal due date.

L.3 PERIOD OF ACCEPTANCE OFFERORS:

Due to the evaluation and review requirements for this procurement, the offeror agrees to hold its offer firm for at least 150 calendar days from the date specified for receipt of offers.

L.4 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.5 5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

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

Proposals shall be submitted via e-mail with the subject line as one of the following, as appropriate:

- “SOLICITATION N33191-12-R-1017 SOUDA BAY BOSC RESPONSIBILITY DETERMINATION”, or
- “SOLICITATION N33191-12-R-1017 SOUDA BAY BOSC TECHNICAL PROPOSAL”, or
- “SOLICITATION N33191-12-R-1017 SOUDA BAY BOSC PRICE PROPOSAL”.

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).

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.

(b) The offeror shall submit the following information:

(1) Responsibility Determination Submission: 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. If applicable, ensure the SF-33

includes the appropriate name and address of any newly formed joint venture/teaming/partnership arrangement;

- b. Identify the venture/teaming/partnership arrangement company names, CAGE Code, and DUNS for all team members and identify their role (prime, subcontractor, etc.);
- c. Submit individual representations and certifications if ORCA representations and certifications are not complete in accordance with FAR 52.204-8. If ORCA representations and certifications are being utilized, submit the additional representations and certifications provided in Section K of the solicitation;
- d. 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.
- e. Submit evidence of availability of working/operating capital from an independent financial institution, which will be used for the performance of the resultant contract.
- f. 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. For joint venture/teaming/partnership arrangements, discuss the financial responsibilities among the companies.

(2) Price Proposal Submission: 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. Offerors shall submit Section J Attachment J-0200000-06 &-07, Exhibit Line Item Numbers, in M.S. EXCEL (Microsoft Office Version 2007 compatible). 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 2007 compatible) format in Section J for submission of pricing data. Text will be black using a font no smaller than 11 point, Times New Roman or Courier.
- d. Offerors shall put offeror's name on every page.

(3) Technical Proposal Submission: Submit the following:

- a. Submit all Technical factor requirements divided. Each Technical factor must have an individual tab divider;
- b. Offerors shall put offeror's name on every page.
- c. Page format shall be 8.5 by 11 inches and have margins of 1 inch on all four sides. Text shall be black, using Times New Roman or Courier, and no smaller than 11 point and single line spacing.

(End of clause)

L.6 SUBMIT PROPOSALS TO:

Proposals shall be submitted via e-mail to Mr. Terry Homburg at terry.homburg@eu.navy.mil with a copy to Mr. Paul Anishanslin at paul.anishanslin@eu.navy.mil.

PRE-PROPOSAL INQUIRY

RFP: N33191-12-R-1017

PPI No. _____

SOLICITATION: NSA Souda Bay BOSC at Crete, Greece

NOTE: ALL PRE-PROPOSAL INQUIRIES SHALL BE SUBMITTED BY E-MAIL, ON THIS FORM TO THE FOLLOWING E-MAIL ADDRESSES. SUBMIT ONLY ONE INQUIRY ON EACH FORM.

Debre.thomerson@eu.navy.mil and angela.tsukala.gr@eu.navy.mil

DATE OF PROPOSAL INQUIRY:

FROM: FIRM:

POC:

ADDRESS:

PHONE NO.:

FAX NO.:

E-MAIL ADDRESS:

PROPOSAL INQUIRY: (Please **type** or **print** clearly)

(Include RFP Section, page number, and paragraph if applicable)

GOVERNMENT RESPONSE:

RESPONDER'S SIGNATURE/DATE: _____

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

EVALUATION FACTORS FOR AWARD**M.1 BASIS FOR AWARD**

1. 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. 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. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

M.2 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 Approach
- Factor 3 – Safety
- Factor 4 – Past Performance

The distinction between corporate experience and past performance is that 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 relates to how well a contractor has performed.

2. The relative order of importance of the non-cost/price evaluation factors is Factors 1 through 3, combined, are equal in importance to Factor 4. Price is approximately equal to the combination of all the non-cost/price evaluation factors.

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

(a) Price:

(1) Solicitation Submittal Requirements:

- (i) Completed Standard Form SF33, blocks 13 through 18
- (ii) Completed Section B, Supplies or Services and Prices (CLINs 0001 through 0010)
- (iii) Completed Section J, Attachments 0200000-06 and 07 (ELINs A001 through E724)

(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 IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

(b) Non-cost/price Factors:

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

(i) Solicitation Submittal Requirements: Offerors shall submit a minimum of one (1), maximum of five (5) examples of recent and relevant projects similar in size, scope, and complexity, current or completed, within the last five (5) years. These projects must have been performed by the offeror as a prime contractor or joint venture/team/partner member. If more than five (5) are submitted, only the first five will be reviewed in the evaluation. Relevant contract experience is considered to be a contract that involves the following: (1) longevity greater than 12 months; (2) if the contract is currently being performed, it shall have started at least one year ago; if the contract is completed, it should have been completed no more than five years ago; (3) similar in scope includes performing multi-function facility support services; and (4) demonstrate a combination of relevant contracts that have an aggregate value of at least \$6,000,000 annually. The contracts may be for the U.S. Government or other clients.

Each contract submission shall not exceed two (2) pages (8.5" x 11"). For each project the offeror shall provide:

- (a) Contract number, title, and location
- (b) Dollar value; annually and contract life
- (c) Type of Contract (i.e. fixed price, cost reimbursable, or other – specify)
If applicable, identify base period and all option periods
- (d) Contract start date and completion date
- (e) Identify type of Services provided – similar scope, size & complexity
(brief)
- (f) Client points of contact with current telephone and electronic mail addresses if available (Confidential clients are not acceptable and will result in non-consideration of the project.) Failure to provide an accessible point of contact and a correct telephone number may result in a lower rating.
- (g) Nature of firm's responsibility (prime or sub)
- (h) Percentage of the work that your firm performed as the prime contractor or subcontractor

(ii) Basis of Evaluation: A subjective assessment of the offeror's (prime or joint venture/team/partner members) relevant experience in providing management and delivery of the same or similar work as described in the statement of work/specifications of the RFP's multi-function facility support services. Relevancy will be evaluated in terms of similar size, scope and complexity. The Government will also evaluate relevant experience working with a Joint Venture partner on projects of similar size, scope and complexity.

(2) Factor 2, Management Approach:

(i) Solicitation Submittal Requirements: Offeror's response shall not exceed twenty five (25) pages (8.5" x 11"). If more than twenty five (25) are submitted, only the first twenty five pages will be reviewed in the evaluation. The offeror shall clearly demonstrate its understanding of current industry standards, policies, procedures and processes, and clearly articulate how they will be utilized to accomplish the complex service requirements set forth in the performance objectives and standards of the Performance Work Statement (PWS) for each of the annexes of the RFP. The proposal shall also explain the methodology to be implemented to accomplish the requirements of each Annex. The management approach must also demonstrate the offeror's capability to provide all specified services simultaneously to include a staffing plan and resources, and identify any and all RFP requirements that will be subcontracted and the method to be employed for assurance of successful performance between the prime contractor and any/all subcontractors.

(ii) Basis of Evaluation: A subjective assessment of the offeror's demonstrated capability to provide all services simultaneously based on the following:

- A clear understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements identified in the PWS;
- A thorough explanation of the methodology to be employed in each annex;
- Identification of self performance or subcontracted performance as well as the amount, in FTEs, and type of services proposed for subcontracting.

- Description of coordination between the prime and any/all subcontractors for successful performance.
- A staffing plan that identifies resources (with overhead positions), by annex and craft, demonstrating a level of understanding of the solicitation requirements to perform successfully.

(3) **Factor 3, Safety:**

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, each contractor who is part of the partnership or joint venture shall be addressed in the safety narrative.)

(1) Technical Approach for Safety:

Describe the offeror's technical approach to safety for its employees as well as the plan that the Offeror will implement to evaluate and measure 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:

A subjective assessment 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, and any 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, Government agencies, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) and Contractor Incident Reporting System (CIRS) databases, and other related resources. 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:

- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) 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.

(4) **Factor 4, Past Performance:**

(i) Solicitation Submittal Requirements: 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. Ensure correct and current phone numbers and e-mail addresses are provided for the client's point of contact. Completed PPQs shall 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 D), 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, Paul Anishanslin via email at paul.anishanslin@eu.navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs 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), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), 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: A subjective assessment to 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 (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained for 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 Client at all levels (task managers, contracting officers, auditors, etc.);
- Tasks that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Client funds.

PAST PERFORMANCE QUESTIONNAIRE

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information Firm Name: _____ CAGE Code: _____ Address: _____ DUNs Number: _____ Phone Number: _____ Email Address: _____ Point of Contact: _____ Contact Phone Number: _____	
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: _____ If subcontractor, who was the prime (Name/Phone #): _____	
3. Contract Information Contract Number: _____ Delivery/Task Order Number (if applicable): _____ Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): _____ Contract Title: _____ Contract Location: _____ Award Date (mm/dd/yy): _____ Contract Completion Date (mm/dd/yy): _____ Actual Completion Date (mm/dd/yy): _____ Explain Differences: _____ Original Contract Price (Award Amount): _____ Final Contract Price (to include all modifications, if applicable): _____ Explain Differences: _____	
4. Project Description: Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? <i>(Please provide details such as similar equipment, requirements, conditions, etc.)</i> 	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information Name: _____ Title: _____ Phone Number: _____ Email Address: _____	
6. Describe the client's role in the project: 	
7. Date Questionnaire was completed (mm/dd/yy): _____	
8. Client's Signature: 	

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed	E VG S M U N

price(s)?	
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Contractor Information (Firm Name): _____

Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions <i>(explain if specific issues)</i>	E	VG	S	M	U	N
c) Would you hire or work with this firm again? <i>(If no, please explain below)</i>	Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):