

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   14
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 03-Apr-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL FACILITIES ENG COMMAND 1314 HARWOOD ST WASHINGTON DC 20374	CODE N40080	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N40080-15-R-0304	
		X	9B. DATED (SEE ITEM 11) 23-Feb-2015	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Regional Grease Exhaust and Dryer Vent Cleaning Amendment 0002 to: 1. Answer two RFIs; 2. Delete the Offerer's Relevant Experience Input and Past Performance Questionnaire forms, and replace them with the attached Proposal Submission Form; 3. Update FAR clause 52.212-1 to clarify the proposal requirements; 4. Provide information for an all-day 4/8/2015 Site Visit, which prospective offerors must submit identifying details for before COB 4/6/2015 if they plan to attend; 5. Extend the RFI due date to COB 4/9/2015, and extend the proposal due date to 4/14/2015 at 3:00 p.m. Eastern time. See the Continuation Page for full details.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  03-Apr-2015

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

**RESPOND TO RFI**

Question #1 Is there an inventory and how we are bidding on the work?

Ans: The Inventory is attached as a document in NECO, and the proposal details have been updated in NFAS clause 5252.215-9300.

Question #2 If this contract has been awarded in the past, can you please send the awarded numbers under the freedom of information act?

Ans. The previous contract is N40080-12-D-0499.

The following have been deleted:

**OFFERORS INPUT FORM****PAST PERFORMANCE QUESTIONNAIRE**

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The required response date/time has changed from 03-Apr-2015 03:00 PM to 14-Apr-2015 03:00 PM.

The following have been modified:

**INSTRUCTIONS&NOTICE TO BIDDERS****NOTICE TO OFFERORS:**

Your acquisition points of contact for this project are Contract Specialist Dion Lloyd at 202-433-0908, or email [dion.lloyd@navy.mil](mailto:dion.lloyd@navy.mil) and Contracting Officer Roya Sterner at 202-685-8052, or email [roya.sterner@navy.mil](mailto:roya.sterner@navy.mil).

The proposals and all copies shall be **sent via** email to [dion.lloyd@navy.mil](mailto:dion.lloyd@navy.mil) and [roya.sterner@navy.mil](mailto:roya.sterner@navy.mil). Proposals must be received no later than Tuesday, **April 14, 2015 @ 3:00 P.M local time (EDT)**.

Please allow **SUFFICIENT TIME** for your proposal to be received prior to the proposed closing time.

**REQUEST FOR PROPOSALS (RFP) INFORMATION/CLARIFICATION QUESTIONS:**

All questions from offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section paragraph of the specification for which clarification is desired. All inquiries will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to question shall not have the effect of changing the provisions of the written RFP.

Prospective offerors are required to review the entire solicitation package before submitting questions. Requests for Information (RFI's) during the proposal preparation period shall be submitted by email to [dion.loyd@navy.mil](mailto:dion.loyd@navy.mil) and [roya.sterner@navy.mil](mailto:roya.sterner@navy.mil). RFI's must be submitted in a **WORD document** and submitted by the Prime Contractor only. Subcontractors with questions must submit them through the Prime Contractor.

THE RFI CUT-OFF DATE IS COB Thursday, **09 April, 2015**.

### **DISPOSITION OF PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

### **SITE VISIT:**

Site Visit:

Prospective offerors will meet up at Washington Navy Yard in Building 212, 4<sup>th</sup> FL Conf Room #427 at 0900 on Wednesday, April 08, 2015. The Government will be providing a van(s) to take all offerors to each site. You will not be able to drive to each site and participate in the scheduled site visits. The site visits will most likely last all day - probably until at least 3:00 p.m.

Prior to the meeting, everyone will have to check in at the Washington Navy Yard Pass and ID Office located at the O Street Gate off of 11th Street SE in Washington, DC. The WNY Pass and ID Office can have wait lines. Offerors are reminded to allow sufficient time for check-in to be on time for the site-visit. A state-issued identification card will be needed at check-in and during site visits at the various installations. If you plan to park at the WNY, you will need your vehicle registration, proof of insurance and a valid driver's license. Please note that parking is limited, and visitors cannot park at the Pass and ID Office.

Cameras, cell phones, laptops, and any other type of communication device may not be permitted at some secure areas or sites on the site visits.

Please note that questions resulting from the site visits must be submitted to [dion.loyd@navy.mil](mailto:dion.loyd@navy.mil) and [roya.sterner@navy.mil](mailto:roya.sterner@navy.mil) in writing via email.

### **\*\*ONLY TWO ATTENDEES ALLOWED PER PROSPECTIVE OFFEROR\*\***

Information Needed to Gain Access to Site Visit Locations:

Full Name – First/Middle/Last

SSN

Date of Birth

Citizenship – Yes or No – If no please provide place of birth

Driver's License or State Issued ID – State Issued and Expiration Date

Company Name

\*\*\*Offerors must submit this information for each visitor, NO LATER THAN COB, April 06, 2015 to Sheldon Smith at [sheldon.d.smith@navy.mil](mailto:sheldon.d.smith@navy.mil) and Dion Lloyd at [dion.loyd@navy.mil](mailto:dion.loyd@navy.mil).

END OF SITE VISIT INFORMATION

### **NFAS CLAUSES**

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

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.

(End of clause)

**5252.215-9300 Content of Proposals.**

**CONTENT OF PROPOSALS (MAR 2002)**

(a) PROPOSAL REQUIREMENTS. The technical proposal and the 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.

(b) The offeror shall submit the following information:

(1) (1) completed signed solicitation package, including signed amendments and executed representations and certifications, and cost/prices input into the [Contract Line] Item Numbers (CLINs) in the "Section SF 1449 – Continuation Sheet" and the accompanying exhibits (Exhibit Line Item Numbers or ELINs).

(2) (1) copy of the technical proposal, which is the Proposal Submission Form attached in Amendment 0002.

(c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS.

(d) PRICE/COST PROPOSAL. Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit.

(1) Offers are solicited on an "all or none" basis and FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition (May 2001)" is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer. (End of provision)

**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)

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

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

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

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

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of clause)

**5252.216-9313 Maximum Quantities (JUN 1994)**

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT" clause, the minimum guarantee of work is the firm fixed-price portion of the contract. The maximum dollar value of the contract is the total dollar value of the fixed-price and indefinite quantity items. The maximum shall not be exceeded except as may be provided for by formal modification to the contract.

(End of clause)

**5252.216-9316 UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)**

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized.

(End of clause)

**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.

(End of clause)

**5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)**

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

(b) 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.

(c) 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.

(End of clause)

**5252.237-9300 SCHEDULE OF DEDUCTIONS (NOV 1998)**

(a) Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Items 0001- 0020. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

(b) Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of

Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer. (End of clause)

**5252.237-9301      SUBSTITUTIONS OF KEY PERSONNEL (JUNE 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. (End of clause)

**5252.237-9302      SITE VISIT (JUL 1995)**

(a) Arrangements to visit the site may be made by contacting Roya Sterner during regular working hours at 202-685-8052. Site visits are restricted to regular working hours.

(b) Visitors may be required to present documentation evidencing personal identification and firm affiliation.

(End of clause)

**5252.242-9300      GOVERNMENT REPRESENTATIVES (OCT 1996)**

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

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

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

**5252.242-9302 PRE-PERFORMANCE CONFERENCE (JUL 1995)**

Within 15 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.

(End of clause)

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

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE 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 24 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 48 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

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

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.

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

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

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of 20 minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below;

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

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

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

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

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

#### **5252.246-9304 ESTIMATING THE PRICE OF NON-PERFORMED OR UNSATISFACTORY WORK.**

In accordance with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK" clause FAC 5252.246-9303, deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule and any accompanying exhibits, or on the basis of the actual cost to the Government, estimated methods may be used. Engineered Performance Standards (EPS) or other estimating sources may be utilized to estimate the cost of non-performed work or the costs which would be incurred in remedying unsatisfactory work. The Government may estimate the cost using wage rate 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)

#### SPECIAL CONTRACT REQUIREMENT

#### **GENERAL INFORMATION**

- 1 **Contract Title:** Regional Grease Exhaust and Dryer Vent Cleaning  
Naval District Washington, Washington, D.C.
- 2 **Type of Contract:** This is a combination Firm-Fixed Price (FFP) / Indefinite Delivery Indefinite Quantity (IDIQ) type contract.
- 3 **Minimum Guarantee:** The Firm-Fixed Price portion of the contract is the minimum guarantee. Refer to NFAS 5252.216-9313 MINIMUM AND MAXMUM QUANTITIES.
- 4 **Set-Aside:** This procurement is being set-aside for 100% small businesses.
- 5 **NAICS Code:** The NAICS Code assigned to this procurement is 561790 with a small business size standard of \$7,500,000.00. Refer to On-Line Representations and Certifications Applications (ORCA) via <https://www.sam.gov/portal/public/SAM> (FAR 52.219-1 Small Business Program Representation (May 2004)).
- 6 **Wage Determination (Service)/Collective Bargaining Agreement (CB):** Service Contract Act (SCA) Wage Determination and a Collective Bargaining Agreement are included in this solicitation. Refer to Section J.
- 7 **Contract Term:** This contract contains provision for a Base Period with 4 option periods, not to exceed a total of five (5) years. The Government reserves the right to have a reduced base year. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clause, 5252.217-9301, Option to Extend the Term of Contract-Services. In the option periods, the Government may adjust the prices, if applicable, based on the new Department of Labor Wage Determination.
- 8 **Bid Guarantee/Bonding Requirements:** NOT REQUIRED for this procurement.
- 9 **Period of Performance:** The proposed phase-in period, base period and option periods are as follows:
- |                        |                                  |
|------------------------|----------------------------------|
| Phase-In Period        | Award Date through 31 May 2015   |
| Base Period            | 01 June 2015 through 31 May 2016 |
| 1 <sup>st</sup> Option | 01 June 2016 through 31 May 2017 |
| 2 <sup>nd</sup> Option | 01 June 2017 through 31 May 2018 |
| 3 <sup>rd</sup> Option | 01 June 2018 through 31 May 2019 |
| 4 <sup>th</sup> Option | 01 June 2019 through 31 May 2020 |
- 12 **Contract Line Items (CLINs):** Description of the basic contract line items (CLINs), and option CLINs:

CLIN	Description
CLIN 0001	Base Period Firm Fixed Price PWD Washington - NRL
CLIN 0002	Base Period Indefinite Quantity PWD Washington
CLIN 0003	Base Period Firm Fixed Price PWD Bethesda
CLIN 0004	Base Period Indefinite Quantity PWD Bethesda
CLIN 0005	1st Option Period Fixed Price PWD Washington - NRL
CLIN 0006	1st Option Period Indefinite Quantity PWD Washington
CLIN 0007	1st Option Period Firm Fixed Price PWD Bethesda
CLIN 0008	1st Option Period Indefinite Quantity PWD Bethesda

CLIN 0009	2nd Option Period Firm Fixed Price PWD Washington - NRL
CLIN 0010	2nd Option Period Indefinite Quantity PWD Washington
CLIN 0011	2nd Option Period Firm Fixed Price PWD Bethesda
CLIN 0012	2nd Option Period Indefinite Quantity PWD Bethesda
CLIN 0013	3rd Option Period Firm Fixed Price PWD Washington - NRL
CLIN 0014	3rd Option Period Indefinite Quantity PWD Washington
CLIN 0015	3rd Option Period Firm Fixed Price PWD Bethesda
CLIN 0016	3rd Option Period Indefinite Quantity PWD Bethesda
CLIN 0017	4th Option Period Firm Fixed Price PWD Washington - NRL
CLIN 0018	4th Option Period Indefinite Quantity PWD Washington
CLIN 0019	4th Option Period Firm Fixed Price PWD Bethesda
CLIN 0020	4th Option Period Indefinite Quantity PWD Bethesda

13 Contract Line Items (CLINs) and Contract Exhibit Line Items:

a. Offerors shall enter unit prices for Exhibit Line Items Number (ELINs) for the Firm-Fixed Price Base Year and IDIQ Base Year. Offerors shall also enter a proposed inflation rate for out year pricing \*Inflation shall be submitted as a decimal (e.g. 1.01 inflation rate would indicate a 1% increase year to year), whereas 0.99 = 1% decrease year to year). This inflation rate will be utilized for all modifications throughout the contract period unless another rate is agreed upon both parties for any future ELIN items.

b. In the event there is a difference between the unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN, SLIN and Exhibits Line Items (ELINs) will be recomputed accordingly. The CLIN, which included this SLIN will also be recomputed to take into account the changes in the contract SLINs or ELINs. If the offeror provides a total amount for a CLIN, SLIN, or ELIN, but fails to enter the unit price, the total amount divided by the CLIN, SLIN or ELIN quantity will be held to be the intended unit price.

c. The Schedule of Firm Fixed Price Work and the Schedule of Indefinite Quantity Work (See B.10 for description of CLINs) will be used as the basis for deductions in accordance with NFAS 5252.246-9303, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" in Section E.

14 Indefinite Quantity 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.

15 Unit Price Adjustments in Option Periods:

The Contracting Officer will make price adjustments for applicable workers subject to the Service Contract Act in accordance with FAR Clause 52.222-43 Fair Labor Standards Act and Service Act-Price Adjustment (Multiple Year and Option Contracts).

16 Period of Performance – Less Than One Year:

Offers shall be submitted for the performance of work for a period of one year. The contractor is cautioned to recognize that the initial term of the contract may be for a period of less than one year. In the event that the period of performance is less than one year, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.

17 Government Purchase Card:

Indefinite Quantity work may be ordered at the prices offered in one of two ways:

- 1) by the issuing activity using a DD Form 1155 “Order for Supplies and Services”, or
- 2) by an authorized Government user via a Government Purchase Card (GPC through the DoD Emall. When receiving DoD Emall orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

18 Contractor Support of Electronic Facilities Support Contracting (e-FSC):

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. 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.

The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DoD EMALL. The DoD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DoD EMALL to view and order IQ line items. The current list of GPC users authorized to place orders with the contractor for services will be furnished by letter to the contractor from the Contracting Officer.

The contractor is required to receive electronic IQ orders from the DoD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DoD EMALL.

The contractor shall post updates on order delivery schedule and performance to the DoD EMALL in a timely manner.

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of each preceding month. The contractor must track and report when total dollar value of all orders from both GPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities.

19 Historical and Archaeological Resources:

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

20 Proposal Submittal

The proposal shall be sent via email to [dion.lloyd@navy.mil](mailto:dion.lloyd@navy.mil) and [roya.sterner@navy.mil](mailto:roya.sterner@navy.mil) by Tuesday, 14 April 2015 at 03:00 PM EDT. The proposal must be received PRIOR to the proposal due date and time provided in Block 8 of the Standard Form 1449 (\*Standard Form 1449 must be signed and all amendments must be listed and acknowledged).

Offeror shall submit complete and accurate information. The Government may elect not to request additional information to perform the evaluation.

21 Request for Proposals (RFP)/Request for Information (RFI)/Clarification Questions:

Solicitation and RFP files are posted to the Navy Electronic Commerce Online (NECO) website (<https://www.neco.navy.mil/>) as mandated by our agency. By necessity, these files are protected to prevent unauthorized editing.

It is the sole responsibility of the offeror to obtain the RFP files, along with any Amendments, from this website.

Unprotected editable file copies of the RFP documents including: Word, Excel and/or PDF files (Adobe Acrobat Files) will not be provided. Please plan accordingly.

Contractors are required to review the entire solicitation package before submitting questions. Inquiries during the proposal preparation period shall be submitted via email to Dion Lloyd at [dion.lloyd@navy.mil](mailto:dion.lloyd@navy.mil) and Roya Sterner at [roya.sterner@navy.mil](mailto:roya.sterner@navy.mil) before COB 9 April 2015.

Inquiries must be in Word Document format and submitted through the Prime Contractor only. Subcontractors with questions must submit them through the Prime Contractor.

22 Solicitation:

This solicitation incorporates by reference a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 1, 2 and 15. The contractor will be required to meet the specification in those Annexes as if they were set forth in the solicitation.

23 Site Visit: Please contact Dion Lloyd at [dion.lloyd@navy.mil](mailto:dion.lloyd@navy.mil) or Roya Sterner at [roya.sterner@navy.mil](mailto:roya.sterner@navy.mil) no later than Wednesday, 1 April 2015 by 03:00 PM EDT. Site visit is recommended prior to the contractor submitting a proposal.

24 Phase-In Period:

After official notification of award, the contractor will be provided a phase-in period of up to 60 days to prepare for the start of the contract. Rapidgate is a requirement of this contract and can take up to 30 days to be processed. Please ensure that upon award you are registered for base access. The offeror will have to utilize daily passes for deliveries until granted rapid gate access.

25 Bid Schedule:

To be completed via the attached Exhibit Line Item Numbers (ELINS).

END OF GENERAL INFORMATION

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, Ms. Roya Sterner, NAVFAC Washington, 1314 Harwood Street, SE, Washington, DC 20374 by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

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

(End of provision)

The following have been deleted:

52.233-2	Service Of Protest	SEP 2006
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(End of Summary of Changes)