

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 30
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 27-Mar-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) See Item 6		
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 0001 to: 1. Update Factor 1 to require only one (1) contract that demonstrates corporate experience. 2. Extend the solicitation due date to 3 April 2015 at 3:00 p.m. Eastern time. 3. Revise the Contracting Officer from Ms. Jee Eun Blanton to Ms. Roya Sterner. 4. Other changes as indicated in the Continuation Page. Please review carefully				
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		27-Mar-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by reference:

52.217-8	Option To Extend Services	NOV 1999
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-0006	Line Item Specific: Proration	SEP 2009

The following have been added by full text:

OFFERORS INPUT FORM

OFFEROR'S RELEVANT EXPERIENCE INPUT FORM

Company/Agency Name	
Address	
Contract Title	
Contract Number	
Detailed Project Description to include relevancy to the solicitation requirements of the RFP	
Company/Agency P.O.C.	
Telephone Number (**Please be sure # is current)	
Fax Number	

Contract Type/Cost	
Award Date	
Period of Performance	
Total Contract Value:	
Original Awarded Firm-Fixed Price Annual Value	

Original Awarded Indefinite Delivery Indefinite Quantity Annual Value	
Final Contract Value	
Explain Difference	
Expected Completion Date	
Actual Completion Date	
Explain Differences	

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? (Please provide details such as similar equipment, requirements, conditions, etc.)	
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 price(s)?	E	VG	S	M	U	N
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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*).

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 16-Mar-2015 12:00 AM to 03-Apr-2015 03:00 PM.

INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 0001 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for CLIN 0002 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for CLIN 0003 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for CLIN 0004 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for CLIN 0005 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The Acceptance/Inspection Schedule for CLIN 0006 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The Acceptance/Inspection Schedule for CLIN 0019 has been changed from:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
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To:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The Acceptance/Inspection Schedule for CLIN 0020 has been changed from:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
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To:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following have been modified:

EVALUATION FACTORS

EVALUATION

A 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 lowest priced, technically acceptable offer.
- 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 LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.
- 4 The number of proposals to be evaluated for technical acceptability may be limited to the five lowest priced offers at the discretion of the contracting officer.
- 5 An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

B SAFETY EVALUATION

- 1 Per NFAS 15.304(d), solicitations utilizing source selection procedures for procurements within the 50 United States and the District of Columbia shall contain a standard “Safety” technical evaluation factor. This factor shall be included as a stand-alone evaluation factor and not as a sub-factor or an element of the Past Performance evaluation factor. This action will result in the selection of contractors that have consistently demonstrated a commitment to safety and the ability to properly manage and implement safety procedures for themselves and all tiers of subcontractors under their purview.
- 2 The safety evaluation has two elements: Experience Modification Rate (EMR) and Occupational Safety and Health Association (OSHA) Days Away from Work, Job Restriction, or Transfer (DART).
- 3 The two elements of safety, as listed above, are not sub-factors. The evaluators should collectively consider all elements of safety when assigning an overall adjectival rating for this factor. The EB will need to make a qualitative determination of the rating for this factor, taking into account the risk ratings for EMR and DART and the subjective evaluation of the narrative.
- 4 Evaluators will not average the rating from the years 2012, 2013, and 2014 for the EMR and the DART.
- 5 The following should be utilized by evaluators as a general guideline to evaluate the EMR and DART rates:

<u>Risk</u>	<u>EMR</u>
Very Low Risk	Less than 0.6
Low Risk	From 0.6 to less than 0.8
Moderate Risk	From 0.8 to 1.0
High Risk	Greater than 1.0 to 1.1
Extremely High Risk	Greater than 1.1

<u>Risk</u>	<u>DART Rate</u>
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

C ADJECTIVAL RATINGS/DESCRIPTIONS

Each offeror’s technical factors and past performance will be evaluated separately. Upon the conclusion of the evaluation of the technical factors, and past performance, an overall non-price factors rating of Acceptable (A) or Unacceptable (U) will be assigned to each offeror’s non-price factors proposal.

- 1 The following adjectival ratings and rating descriptions will be used to assign a rating to each technical factor. Use upper case letter ratings for major technical factor ratings. The addition of plus (+) or minus (-) to an adjective rating is not allowed.

Table A-1. Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable (A)	Proposal clearly meets the minimum requirements of the solicitation.

Unacceptable (U)	Proposal does not clearly meet the minimum requirements of the solicitation.
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The weaknesses and/or deficiencies (as defined below) of each proposal for each non-price evaluation factor which influenced the assigned adjectival rating shall be identified.

Definitions	
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

2 PAST PERFORMANCE EVALUATION

Past Performance shall be evaluated when using the LPTA process, unless waived by the PCO in accordance with FAR 15.101-2(b). Past performance will be rated on an “acceptable” or “unacceptable” basis using the ratings in the following table:

Rating	Description
Acceptable (A)	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note below.)
Unacceptable (U)	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “acceptable.”

- a Aspects of Past Performance Evaluation. The past performance evaluation results is an assessment of the offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror’s record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. There are two aspects of the past performance evaluation.
- (1) The first is to evaluate whether the offeror’s present/past performance is relevant or not relevant to the effort to be acquired. The criteria to establish what is relevant is unique to each LPTA source selection. For this solicitation, recent and relevancy is further defined as follows:

Recent, Relevant project is defined as:

A facility support services contract performed by the offeror within the last five years preceding the release date of the solicitation similar in nature to the solicitation based on a comparison of size and scope.

Size: Annual Contract Value - Approximately \$100,000 or greater
Scope: Cleaning of designated exhaust hoods, ducts, dryer vents and all associated equipment

(2) The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

- b EB members will review past performance information to determine the quality and usefulness as it applies to the performance confidence assessment.

D EVALUATION FACTORS FOR AWARD

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

Factor 1 – Corporate Experience
Factor 2 – Safety
Factor 3 – Past Performance

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2 Basis of Evaluation and Submittal Requirements for Each Factor.

a Price:

(1) Solicitation Submittal Requirements:

The evaluated price shall be the sum of the FFP and IDIQ CLINs for the base period, and four (4) Option Periods. Total potential contract duration is 60 months. Provide the total price for performance of work required by the solicitation for all contract line items, including options, as presented in Section B including filling out and submitting unit prices and amounts for the contract line items, sub-line items, and exhibit line items in the ELIN spreadsheet, Section J, Attachment J-0200000-01 Exhibit Line Item Numbers (ELINs).xls.

(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 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:

- (a) Comparison of proposed prices received in response to the RFP.
- (b) Comparison of proposed prices with the IGCE.
- (c) Comparison of proposed prices with available historical information.

b Technical Factors:

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

- (a) Solicitation Submittal Requirements: Submit **ONE (1)** contract performed within the last five (5) years preceding the release date of the solicitation that best demonstrates your corporate experience in successfully performing contracts of similar size, scope and complexity to this requirement.

Recent, Relevant project is defined as:

A facility support services contract performed by the offeror within the last five years preceding the release date of the solicitation similar in nature to the solicitation based on a comparison of size and scope.

Size: Annual Contract Value - Approximately \$100,000 or greater
Scope: Cleaning of designated exhaust hoods, ducts, dryer vents and all associated equipment

It is the Offeror's responsibility to clearly explain and demonstrate to the Government how their work experience in each referenced contract is relevant to the contract requirements in this solicitation. If the Offeror does not clearly explain how its experience(s) is relevant to the solicitation requirements, the Government may interpret this failure to mean that the offeror lacks recent relevant experience performing in contracts of similar size, scope and complexity resulting in an unacceptable rating for this Factor. Refer to Attachments - OFFEROR'S RELEVANT EXPERIENCE INPUT FORM is **MANDATORY** and **SHALL** be used. Do not use more than 3 pages for each experience (i.e., the Attachment form itself and not more than 2 continuation pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed the relevancy of the project, in accordance with the parameters identified above shall also be provided.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. Offerors who fail to submit experience for all Joint Venture partners may be rated Unacceptable. Offerors are limited to one (1) project each. The Offeror shall submit a signed copy of the Joint Venture agreement. Teaming arrangements are not considered Joint Venture agreements.

Experience of proposed subcontractors will not be considered.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

(b) Basis of Evaluation:

Offerors will be evaluated based on the recent and relevant experience for the work requirement and demonstrated experience in addressing the requirements of the Performance Work Statement (PWS). The offeror shall provide corporate resume giving supporting experience to the following areas referenced in this contract for each supporting example.

In order to receive an **ACCEPTABLE** rating, **ALL CONTRACTS** submitted **MUST BE RELEVANT**.

(2) **Factor 2, Safety:**

(a) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture. **EMR and DART Rates shall not be submitted for subcontractors.**)

- i. Experience Modification Rate (EMR): For the three previous complete calendar years 2012, 2013, 2014, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element.
- ii. OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years 2012, 2013, 2014, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element.

(b) Basis of Evaluation:

In order to receive an **ACCEPTABLE** rating, the risk level **SHALL NOT** be higher than **MODERATE RISK** for each year in BOTH EMR and DART.

The following depicts the risk ranges for the EMR and DART rates:

<u>Risk</u>	<u>EMR</u>
Very Low Risk	Less than 0.6
Low Risk	From 0.6 to less than 0.8
Moderate Risk	From 0.8 to 1.0
High Risk	Greater than 1.0 to 1.1
Extremely High Risk	Greater than 1.1

<u>Risk</u>	<u>DART Rate</u>
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

(3) **Factor 3, Past Performance:**

(a) Solicitation Submittal Requirements:

(b) IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE. IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, 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, Dion Lloyd via email at dion.lloyd@navy.mil prior to proposal closing date.

Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

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

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

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachments.

- (c) Basis of Evaluation: This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1. In addition, 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 from any other source) reflect a trend of acceptable performance considering:
- i. A pattern of successful completion of tasks;
 - ii. A pattern of deliverables that are timely and of good quality;
 - iii. A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
 - iv. Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
 - v. A respect for stewardship of Government funds

Past performance will be rated on an “**acceptable**” or “**unacceptable**” basis using the following definitions:

Past Performance Evaluation Ratings	
Rating	Description
Acceptable (A)	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable (U)	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

At a minimum, past performance information SHALL be obtained for each project in Factor 1 in order to receive an acceptable rating. However, an overall Marginal rating on more than one of the projects demonstrated in Factor 1 will be considered unacceptable.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “acceptable”.

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 and Contracting Officer Roya Sterner at 202-685-8052, or email roya.sterner@navy.mil.

The proposals and all copies shall be **sent via** email to dion.lloyd@navy.mil and roya.sterner@navy.mil. Proposals must be received no later than Friday, **April 03, 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 and 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 **Wednesday, 01 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:

Please contact Dion Lloyd @ dion.loyd@navy.mil & Roya Sterner @ roya.sterner@navy.mil no later than **Wednesday, 01 April, 2015.** A site visit is highly recommended prior to the contractor submitting their proposal since a firm fixed price contract will be issued by the Government.

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)

5252.216-9300 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: Facilities Support Services at Naval Research Laboratory, 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 | 01 April 2015 through 30 May 2015 |
| Base Period | 01 June 2015 through 31 May 2016 |
| 1 st Option | 01 June 2016 through 31 May 2017 |
| 2 nd Option | 01 June 2017 through 31 May 2018 |
| 3 rd Option | 01 June 2018 through 31 May 2019 |
| 4 th 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 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 and roya.sterner@navy.mil by Friday, 03 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 and Roya Sterner at roya.sterner@navy.mil before COB 1 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 Section C.

23 Site Visit: Please contact Dion Lloyd at dion.lloyd@navy.mil or Roya Sterner at 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 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 Attachment J-0200000-06 ELINs in Section J, List of attachments.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 clause.

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

(End of clause)

(End of Summary of Changes)