

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 76	
2. CONTRACT NO.		3. SOLICITATION NO. N40080-16-R-1010	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 18 Jul 2016	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY PUBLIC WORKS DEPARTMENT FEAD P.O. BOX 1855 BLDG. 2004 BARNETT AVE. QUANTICO VA 22134			CODE N40080	8. ADDRESS OFFER TO (If other than Item7)		CODE	
			See Item 7		TEL:		FAX

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Office 144 building 2004 until 02:00 PM local time 18 Aug 2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME JACQUELINE STADER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (703) 784-0311	C. E-MAIL ADDRESS jacqueline.stader@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

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

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

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SPECIFICATIONS

All specifications and drawings for solicitation N40080-16-R-1010 will be uploaded into NECO separate from this document.

SITE VISIT

An organized site visit has been scheduled for 26 July 2016 at 0900. Attendees should meet at the FEAD Building 2004, upstairs large conference room. Offerors may be required to exchange their license for an escorted badge. No other site visits will be scheduled. Offeror's are urged and expected to inspect the site where the work will be performed. Point of Contact for this site visit is Elizabeth Mudd at Elizabeth.Mudd@navy.mil.

An additional video of site will be provided at the site visit. Please contact Elizabeth Mudd to confirm your attendance to ensure all attending firms receive a copy.

Address:

Building 2004 Barnett Avenue
Marine Corps Base Quantico
Quantico, Va 22134

Parking is located in the back of building 2004, off of Julian Drive

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Bid FFP Basis of Bid for Item 0001 (BASE BID) shall be the entire work complete in accordance with the RFP specifications, drawings, and amendments for demolition of Larson's Gym (Bldg 2112), Bldgs 2130/2131 & Ancillary Structures, but not including work indicated or specified to be provided under any of the other bid items. FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	<p>Demo Asphalt & Restore to Grass FFP Basis of Bid for Item 0002 (OPTION #1) shall be the entire work complete in accordance with the RFP specifications, drawings, and amendments for the demolition of the asphalt surfaces east of the proposed future fence (PFF) location and restore them to a grass surface, but not including work indicated or specified to be provided under any of the other bid items. If executed, option shall be awarded within 365 days from award. FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Turn Footprint into Parking Area FFP Basis of Bid for Item 0003 (OPTION #2) shall be the entire work complete in accordance with the RFP specifications, drawings, and amendments for turning the building footprint areas west of PFF into paved/stripped/blocked parking areas in lieu of restoring them to a grass surface, but not including work indicated or specified to be provided under any of the other bid items. If executed, option shall be awarded within 365 days from award. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	HAZMAT Removal FFP				
	Basis of Bid for Item 0004 shall be the entire work complete in accordance with the RFP specifications, drawings, and amendments for the unit prices for the removal and disposal of non-roofing hazardous materials, but not including work indicated or specified to be provided under any of the other bid items. A unit price is required and no provision will be made for economic price adjustments unless the listed quantities from the hazardous materials survey report falls outside the specified +/- percentages as outlined in FAR Clause 52.211-18, Variation in Estimated Quantity.				
	1. Ballasts containing PCB's			\$ _____ / EA	
	2. Fluorescents containing Mercury vapor			\$ _____ / EA	
	3. HID lamps containing Mercury vapor			\$ _____ / EA	
	4. Pipe insulation containing asbestos (w/ASB)			\$ _____ / LF	
	5. Mud pack fittings w/ASB			\$ _____ / EA	
	6. Fire rated doors w/ASB			\$ _____ / EA	
	7. Floor tile and mastic w/ASB			\$ _____ / SF	
	8. Floor tile and mastic under carpet w/ASB			\$ _____ / SF	
	9. Residual mastic w/ASB			\$ _____ / SF	
	10. Transite board			\$ _____ / SF	
	11. Transite Piping Underground Storm Pipes			\$ _____ / LF	
	12. Sealant w/ASB			\$ _____ / LF	
	13. Sealant on ends of fiberglass pipe runs w/ASB			\$ _____ / SF	
	14. Caulk w/ASB			\$ _____ / LF	
	15. Glazing w/ASB			\$ _____ / LF	
	16. Gaskets w/ASB			\$ _____ / EA	
	17. White board w/ASB			\$ _____ / SF	
	18. Gypsum board joint compound w/ASB			\$ _____ / SF	
	19. Silver paint containing w/ASB			\$ _____ / SF	
	20. Electrical Box, Back Panel w/ASB			\$ _____ / SF	

21. Electrical Panel, Spark Shield w/ASB \$ _____ / SF

22. Block Duct Insulation w/ASB \$ _____ / SF

23. TSI Debris w/ASB \$ _____ / SF

24. Covebase & Mastic w/ASB \$ _____ / LF

25. Ceiling Tile w/ASB \$ _____ / SF

26. Drywall and Joint Compound w/ASB \$ _____ / SF

FOB: Destination

NET AMT

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

DISTRIBUTION

FEAD, MCB (ORIGINAL)

DFAS Cleveland (Paying Office)

OPS

CS: jacqueline.stader@navy.mil

Section H - Special Contract Requirements

SECURITY REQUIREMENTS

UNITED STATES MARINE CORPS
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION
MARINE CORPS BASE QUANTICO
3250 CATLIN AVENUE
QUANTICO VIRGINIA 22134 5001

IN REPLY REFER TO
MCINCR-MCBO 5530.2
B 033
9 Mar 2016

MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION-MARINE CORPS BASE QUANTICO ORDER 5530.2

From: Commander, Marine Corps Installations National Capital Region -
Marine Corps Base Quantico

To: Distribution List

Subj: ACCESS CONTROL POLICY

Ref: (a) MARADMIN 533/08
(b) DTM 09-012
(c) 33 CFR Part 334.235
(d) MARADMIN 392/15
(e) AFO 5500.14B

Encl: (1) Identity Proofing
(2) Standards for Access
(3) Contractor Screening
(4) Commercial Vehicles
(5) Commissary Baggers
(6) Hunters Screening
(7) Role Player Screening
(8) USACE Waterfront Restricted Area
(9) MCINCR-MCBQ Screening Form

1. Situation. An effective access control policy is necessary to ensure the safety and security of Marine Corps Installations National Capital Region-Marine Corps Base Quantico (MCINCR-MCBQ) personnel and property.

a. Access to MCINCR-MCBQ properties and facilities is limited for authorized purposes only. Authorized purposes include performance of official duties; performance of approved contractor and employment activities aboard MCINCR-MCBQ; authorized dependent and guest access to family housing areas, medical facilities, and Department of Defense Schools; authorized patronage of Marine Corps Community Services (MCCS) activities; the National Museum of the Marine Corps (NMMC) and Marine Corps Heritage Center activities; and authorized participation in private organizations and conservation activities registered aboard MCINCR-MCBQ.

b. MCINCR-MCBQ is not a public forum, and protest and partisan political activities, of any kind, are not permitted.

c. Town of Quantico. Because the Town of Quantico is located within the geographical boundaries of MCINCR-MCBQ, Fuller Road, between Jefferson Davis Highway (Route 1) and Potomac Avenue, is accessible to the public for the sole purpose of transiting to and from the Town of Quantico. This limited public use does not allow any detour, deviation, or access to any other part of MCINCR-MCBQ, nor does it provide authority for any uses other than transit. Individuals who present appropriate identification may access the Town of Quantico via Fuller Road between Jefferson Davis Highway (Route 1) and Potomac Avenue. There is no right of public access via other Gates. Personnel transiting from MCINCR-MCBQ to the Town of Quantico are subject to routine and random security checks at access control points and in route.

d. Marine Corps Heritage Center (MCHC). The 135-acre MCHC is MCINCR-MCBQ property. Though the National Museum of the Marine Corps, which is part of the MCHC, is open to the public, MCINCR-MCBQ may establish access control points, as needed, to ensure compliance with this Order.

2. Mission. MCINCR-MCBQ executes comprehensive access control procedures in order to ensure the safety and security of installation personnel and property.

3. Execution

a. Commander's Intent

(1) Purpose. To establish effective and efficient access control policy that ensures individuals granted access to MCINCR-MCBQ are properly identified and vetted in accordance with the references.

(2) Method. MCINCR-MCBQ will establish procedures that allow for scalable enforcement of access control procedures based on the threat, traffic/safety conditions and special event considerations.

(3) End-state. MCINCR-MCBQ access control policies and procedures ensure that base personnel and property are better protected by minimizing access to the base by unauthorized persons.

b. Concept of Operations

(1) All individuals that access MCINCR-MCBQ property are subject to access control measures that include identity proofing, vetting, vehicular searches, personnel searches, and other security regulations. Screening and vetting may take place at installation entry control points, as part of the application process for employment, as part of an application for a hunting license, during random checks of workplaces and job sites, and at other venues as determined by the base commander.

(a) Identity proofing consists of reviewing federally authorized documentation to ensure authenticity of an individual. Enclosure (1) identifies the credentials that are approved to identify persons seeking access to MCINCR-MCBQ.

(b) Vetting is an evaluation of an individual's character and conduct, for approval, acceptance or denial onto the installation. MCINCR-MCBQ conducts personnel vetting through law enforcement and other security databases. Enclosure (2) identifies the access standards required for base access.

(2) In addition to identity proofing and vetting, MCINCR-MCBQ has established specific access/screening procedures for contractors, commercial vehicles, commissary baggers, hunters, role players, and the USACE waterfront restricted area as identified in enclosures (3) through (8).

c. Tasks

(1) Assistant Chief of Staff, G-3 (Operations)

(a) Exercise staff cognizance for implementation of installation access control policies and procedures.

(b) Coordinate with tenant commands and activities to ensure compliance with the provisions of this order.

(c) Serve as the MCINCR-MCBQ point of contact with the United States Army Corps of Engineers (USACE) for matters pertaining to the Potomac River Restricted Area.

(d) Notify the Mayor of the Town of Quantico of any changes to Access Control procedures that may impact town residents or visitors.

(e) Process requests for access control waivers.

(2) Assistant Chief of Staff, G-F (Installation & Environment)

(a) Conduct bi-annual background checks of all non-affiliated personnel requesting to hunt on MCBQ in accordance with the provisions identified in enclosure (6).

(b) Publish hunter screening requirements and procedures in the annual Fiscal Year Hunting Season Bulletin (MCINCR-MCBQBul 11015).

(3) Command Inspector. Process recommendations for debarment for individuals that fail to meet/maintain access standards IAW enclosure (2).

(4) Director, Marine Corps Community Services. Ensure that

signage identifying the provisions of the USACE Potomac River Restricted areas are maintained/posted at the MCBQ Marina and all MCBQ boat launch facilities.

(5) Commanding Officer, Security Battalion

(a) Conduct background screening for contractors, commissary baggers, and non-affiliated hunters in accordance with the procedures identified in enclosures (3), (5), and (6). Provide the results of screening within ten days of initial receipt, to the government official that submitted the data.

(b) Add the names and biographical data of contractors that failed screening to the applicable physical access control system (PACS) database and provide a copy to the MCINCR-MCBQ Command Inspector General for possible debarment.

(c) Provide trained personnel and required equipment to operate the Commercial Vehicle Inspection (CVI) Lot in accordance with enclosure (4). Ensure a minimum of (1) armed law enforcement person is present at all times the CVI lot is operational.

(d) Conduct commercial vehicle screening at the installation Entry Control Points (ECP) during hours that the CVI lot is not operational.

(e) Develop and publish written CVI procedures.

(f) Support registration in the RAPIDGate® program at the kiosk located at the CVI lot.

(g) Issue RAPIDGate® credentials to authorized patrons at the CVI lot.

(h) Coordinate with the Commanding Officer, Marine Corps Air Facility (MCAF) to develop and publish procedures for enforcement of the restricted area in accordance with enclosure (8). Enforcement shall include random patrols and procedures for both a shoreline/ground and waterborne response.

(i) Coordinate with the AC/S G-F (Environmental Law Enforcement Section), Naval Criminal Investigative Service Quantico (NCIS), Charles County Sheriff, and other law enforcement/ mutual aid partners for assistance with enforcement of the restricted area.

(j) Appoint a Role Player Program Coordinator (RPPC) to manage the role player screening program in accordance with enclosure (7).

(6) Commanding Officer, Marine Corps Air Facility

(a) Coordinate with the Commanding Officers of Security Battalion and Presidential Helicopter Squadron-1 (HMX-1) to develop

and publish procedures for a shoreline/ground enforcement of the USACE Potomac River Restricted Area in accordance with enclosure (8).

(b) Publish and execute procedures for processing requests by commercial fisherman to access the restricted area.

(c) Plan for required maintenance of restricted area buoys and barriers. Include buoy and barrier inspection, sustainment, repair, and replacement as part of annual MCAF budget submission.

(d) Publish Access Control Policy for MCAF Quantico identifying specific procedures as it relates to the air field and in accordance with reference (e).

(7) Director, Regional Contracting Office. Provide notice of the access control requirements identified in this order in all contract solicitations and awards for all contracts to be performed on MCBQ.

(8) Contracting Officers/Contracting Officer Representatives

(a) Submit the names of all applicable contractor employees to PMO Services for background screening in accordance with enclosure (3) at the commencement of a contract and no later than the 5th of each month thereafter.

(b) Upon notification that an employee fails to meet access standards, immediately inform the contractor and ensure that the employee is not permitted to continue work on MCINCR-MCBQ.

(c) Forward requests for a waiver to contractor access control screening standards to the MCINCR-MCBQ G-3 for processing.

(9) Commissary Manager

(a) Ensure compliance with the provisions of enclosure (5) and that all commissary baggers have completed background screening prior to being allowed to work.

(b) Submit a roster that includes names and biographical data on all active commissary baggers to PMO Services NLT the 10th of each month.

(c) Ensure that all baggers are issued and wear an individual employee identification number at all times while working at the commissary.

d. Coordinating Instructions

(1) All personnel and vehicles entering MCINCR-MCBQ are

subject to search. Searches may take place at the entry control point, commercial vehicle inspection lot, or other location as directed by the Provost Marshal.

(2) Specific procedures for commercial vehicle processing are identified in Enclosure (4).

4. Administration and Logistics

a. Waiver Requests. The Commander, MCINCR-MCBQ or designee, may issue a waiver to allow access to an individual who fails the MCINCR-MCBQ vetting process or is prohibited from MCINCR-MCBQ access under this policy. Written requests for waiver shall be submitted to the MCINCR-MCBQ G-3 for processing. Upon decision of the Commander, the individual submitting the waiver will be informed of the outcome.

b. Deviations. Requests to change or deviate from the provisions of the order will be submitted to the MCINCR-MCBQ G-3 (Attention: Director, Installation Protection Branch).

5. Command and Signal

a. Command

(1) This policy applies to all MCINCR-MCBQ tenant commands, organizations, activities, and military members, dependents, government employees, contractors, and private individuals who access MCINCR-MCBQ property.

(2) The Commanding Officer MCAF Quantico shall support the provisions of this order while maintaining additional access control policies and procedures designed to meet the security requirements of that installation.

b. Signal. This Order is effective the date signed and replaces MCBO 5530.1 (Access Control) and MCBO 4200.3 (Contractor Screening).

ALLEN D. BROUGHTON
Chief of Staff
Signed by: BROUGHTON.ALLEN.DALE.1168122922

Identity Proofing Requirements

1. In accordance with references (a) and (b), individuals requesting access to MCINCR-MCBQ must present appropriate identification. While identification alone will not guarantee MCINCR-MCBQ access, the following credentials are approved to identify personnel seeking access to MCINCR-MCBQ:

- a. DoD issued Common Access Card (CAC);
- b. DoD Uniformed Services Identification and Privileges Card;
- c. U.S. Passport;
- d. U.S. Government issued, authenticated, Federal Personal Identity Verification (PIV) Credentials;
- e. Transportation Workers Identification Credentials (TWIC);
- f. Federal, State or local Law Enforcement Credentials (includes FBI and DEA non-law enforcement employee credentials);
- g. RAPIDGate® Access Token when specifically authorized for MCINCR-MCBQ access;
- h. Driver's license issued by a State or outlying U.S. territory that comply with the provisions of the REAL ID Act, provided it contains a photograph and biographical information such as name, date of birth, gender, height, eye color, and address;
- i. Identification card issued by Federal, state or local government agencies, provided it contains a photograph and biographical information such as name, date of birth, gender, height, eye color, and address;
- j. School identification card with a photograph;
- k. Permanent resident card or Alien Registration card (Form I-551);
 - 1. Foreign passport with a temporary (I-551) stamp or temporary (I-551) printed notation on a machine readable immigrant visa;
- m. Foreign passport with a current Arrival-Departure Record (Form I-94) bearing the same names as the passport and containing an endorsement of the alien's nonresident status and work authorization for employer with authorized purpose aboard the installation;
Enclosure (1)
- n. Employment Authorization Document (EAD) issued by the U.S. Immigration and Naturalization Service (INS) with a photograph (Form I-766).
 - 2. Personnel who possess the credentials (a)-(g) may be granted access without further vetting, though must still have a legitimate reason for requiring access. Personnel who possess credentials (h)-(n) shall be vetted before access is granted.

Enclosure (1)

Standards for Access

1. Absent a valid and current waiver by the MCINCR-MCBQ Commander, individuals will generally be denied access to MCINCR-MCBQ property, if the individual is:

- a. on a National Terrorist Watch List;
- b. in the United States illegally;
- c. subject of an outstanding warrant;
- d. subject of a current debarment order from any military installation;
- e. a prisoner on work-release or parole;
- f. a registered sex offender; or
- g. convicted of a felony within the previous two (2) years
- h. determined by the MCINCR-MCBQ Commander to be a detriment to the safety, security or good order and discipline of the installation.

Enclosure (2)

Contractor Screening

1. Policy. Contractor screening is a part of the overall installation access control and security program and requires that all contractors doing business aboard MCINCR-MCBQ are identity proofed in accordance with enclosure (1) and meet the requirements for access identified in enclosure (2).

2. Applicability. This policy applies to all commands, organizations and tenant activities that employ contractors on MCINCR-MCBQ and MCAF (contractors that require physical access to the installation). Duration of contract, contract source, or length of time that employees will perform services/work on MCINCR-MCBQ does not diminish or effect applicability of this policy.

3. Definition. A contractor is any individual gaining access to MCBQ for the purpose of performing services under a government contract or subcontract who is not a member of the Armed Forces or a direct employee of the U.S. Government.

4. Procedures

a. Contractors with employees performing services on MCINCR-MCBQ shall provide, at the commencement of the contract and monthly thereafter, a list of all employees requiring base access.

b. A list of all contractor employees requiring access shall be submitted to the contracting officer representative (COR) utilizing

enclosure (9), no later than the 5th of each month. The COR will then forward the list to MCINCR-MCBQ Security Battalion for vetting. A Privacy Act Statement, DD Form 369, shall also be submitted for each contractor employee upon initial hire.

c. In addition to monthly submissions, contractors shall provide immediate updates to the COR, when new or additional employees require base access.

d. Security Battalion officials will validate the contractor list to ensure individuals meet access control standards and notify the COR of results.

e. Contractors that are screened using the Contractor Verification System (CVS) and issued a US Government identification credential are exempt from these screening requirements.

Enclosure (3)

5. Appeals

a. A contractor that desires to employ an individual that does not meet the access standards identified in enclosure (2) may submit an appeal to the Commander, MCINCR-MCBQ for special consideration. Appeals will be in writing and processed through the contracting officer.

b. An individual that does not meet the access standards identified in enclosure (2) may submit an appeal to the Commander, MCINCR-MCBQ for special consideration. Appeals will be in writing and processed through the MCINCR-MCBQ G-3.

6. Enforcement

a. Contractors and their employees are subject to the Random Antiterrorism Measures being employed at Installation Access Control Points to include identification verification and screening against law enforcement and other databases.

b. Contractors and their employees are subject to random security sweeps of work sites to verify contractor identification and eligibility.

c. Contractors may be subject to a wide range of contract and administrative actions for failure to comply with this policy to include termination of their contract and suspension or debarment from doing future business with the Federal Government. Contractors are responsible to ensure subcontractors are notified of and comply with this policy.

7. Notification. Contracting Officers shall provide notice of this policy in all contract solicitations and awards for all contracts to be performed on MCBQ.

Enclosure (3)

Commercial Vehicles

1. Policy. All commercial vehicles will be screened prior to being granted access to MCINCR-MCBQ. Commercial vehicle screening includes identity proofing and vetting of the commercial vehicle operator and any passengers, and a physical inspection of the commercial vehicle.
2. Applicability. This policy applies to vendors, suppliers, contractors, subcontractors, and service providers requiring commercial vehicle access to MCINCR-MCBQ. This policy also applies to commercial vehicles transiting MCINCR-MCBQ to gain access to the Town of Quantico.
3. Definition. A commercial vehicle is defined as any non-government vehicle, larger than a standard van (e.g. box truck or larger), accessing MCINCR-MCBQ.

4. Procedures

(a) The primary location for commercial vehicle screening is the Commercial Vehicle Inspection (CVI) Lot located adjacent to the Ponderosa-Y Gate on Russell Road (west of I-95). During non-duty hours (or whenever the CVI lot is closed), commercial vehicle screening will take place at the installation entry control points (gates).

(b) Commercial vehicles with sustained, long-term access requirements (in excess of 30 days) may utilize streamlined access procedures by enrolling in the RAPIDGate® Program. Commercial vehicle operators with a current and valid RAPIDGate® credential authorizing access to MCBQ; will be allowed to bypass the CVI lot and be granted access at the entry control points.

(c) All vehicles, to include commercial vehicles participating in the RAPIDGate® Program, are subject to random security screening/ vehicle inspections at both the installation gates, and other locations aboard the installation.

Enclosure (4)

Commissary Baggers

1. Policy. Prior to being allowed to work at the MCINCR-MCBQ Commissary, all baggers shall be identity proofed and vetted.
2. Applicability. This policy applies to the MCINCR-MCBQ Commissary and personnel working at the commissary as baggers.
3. Definition. Commissary Baggers are self-employed persons who have the permission of the commissary store director to enter the commissary for the purpose of soliciting commissary customers to bag and carry out their groceries in return for a tip. Baggers can be present on the installation, pursuing their personal business for

profit in the commissary only with the approval of the installation commander who exercises his/her, inherent authority of military command to allow the baggers to enter. Baggers are not employees of the Defense Commissary Agency or of the U.S. government, nor are they contract personnel.

4. Procedures

a. The Store Manager of the MCINCR-MCBQ Commissary is responsible to ensure that all baggers are screened by the MCINCR-MCBQ Provost Marshals Office (PMO) before being allowed to work at the commissary store.

b. Biographical data, to include full name, address, date & place of birth, and SSN, for all new/prospective baggers shall be submitted to PMO for screening utilizing enclosure (9). Additionally, a Privacy Act Statement, DD Form 369, shall be submitted for each prospective bagger.

c. PMO will screen the list of prospective baggers provided by the commissary using law enforcement databases to ensure DoD and MCINCRMCINCR- MCBQ access standards are met. Upon completion of screening, the list of names will be returned to the commissary store manager with an annotation beside each name identifying "pass" or "fail". Those identified as "fail", do not meet access standards and are not authorized to work on MCINCR-MCBQ in any capacity unless a waiver from the commander is obtained. Up to 10 days should be allowed from submission of data to PMO, until release of screening results.

5. Enforcement. The following actions ensure compliance with bagger screening requirements and that commissary baggers have been screened/meet access standards before being allowed to work at the commissary:.

Enclosure (5)

a. Commissary baggers shall be issued (by the commissary), and wear, an easily recognizable identification number at all times while working at the commissary. The bagger identification number must be associated with that bagger's name and cannot be transferred to another bagger.

b. The Commissary manager shall submit a report of all active baggers to PMO no later than the 5th of each month. The report shall be submitted utilizing enclosure (9) and include Name (Last, First, MI); Date/Place of Birth; Full SSN; current address; and date began work at the commissary.

c. PMO shall conduct random, monthly, on-site, screening checks to ensure compliance with the provisions of this order.

Enclosure (5)

Hunter Screening

1. Policy. MCINCR-MCBQ conducts background screening of applicants prior to the issuance of base hunting licenses.

2. Applicability. This policy applies to individuals applying to participate in hunting activities on MCINCR-MCBQ. The following are exempt from hunter screening requirements:

a. Personnel who possess credentials identified in paragraph (a) through (g) of enclosure (1)

b. Minors (under the age of 18 years) applying to hunt on MCINCR-MCBQ are not subject to background screening requirements, but must be accompanied by a licensed adult.

c. Personnel participating in Wounded Warrior and other command sponsored hunts are not subject to background screening requirements.

3. Purpose. Annually, a large number of personnel, both military and civilian, access MCBQ to participate in hunting activities. Though most hunters comply with the base hunting regulations, many have no DoD affiliation and are not vetted to determine suitability for base access. Unscreened personnel accessing the installation with firearms and ammunition present an unacceptable risk to the safety and security of the base population. Therefore, unaffiliated personnel desiring to obtain a MCBQ hunting license shall undergo a background investigation to confirm they comply with MCINCR-MCBQ access requirements and are authorized to be in possession of a firearm in the Commonwealth of Virginia prior to being issued a MCINCR-MCBQ hunting license or being allowed to hunt on MCINCR-MCBQ.

4. Procedures

a. Screening of applicants for a base hunting license will be conducted at the Game Check Station (GCS) using a commercial, law enforcement database.

b. Background screening will be conducted at the time of application and requires that the applicant provide an approved source of identity as identified in enclosure (1), and biographical data to include full name, address, birth date, and full Social Security Number (SSN).

c. GCS personnel will enter the applicant biographical data into a commercial law enforcement database and review the retrieved data for compliance with MCBQ standards for access, as identified in enclosure 2), and Virginia and federal firearm requirements. After review, if the applicant meets both MCBQ access requirements and is authorized to possess a firearm in the Commonwealth of Virginia, a MCINCR-MCBQ hunting license may be issued.

Enclosure (6)

d. In those cases where an applicant does not meet the screening requirements or the results are questionable, a MCINCR-MCBQ Wildlife

Enforcement Officer will review the data and make a determination. If required, the applicant data will be forwarded to PMO for additional screening checks.

e. Persons denied a MCINCR-MCBQ hunting license due to failure to meet screening criteria, may submit a written request for a waiver to the Commander, MCINCR-MCBQ. Waivers shall be routed through the Conservation Law Enforcement Section.

f. Background checks are required bi-annually (successfully passing the background screening enables the applicant to apply for a hunting license for the year in which the check was conducted, as well as the following year) .

Enclosure (6)

Role Player Screening

1. Policy. All cultural-based role players accessing MCINCR-MCBQ must be under a contract administered by the Program Manager for Training Systems (PM TRASYS) and must comply with the Role Player Threat Screening procedures identified in reference (d) and this order prior to being allowed access to MCINCR-MCBQ to participate in training events. Under no circumstances will an unscreened role player be permitted access to the installation.

2. Applicability. This policy applies to all commands/organizations conducting training with culture-based role players requiring physical access to MCINCR-MCBQ.

3. Definition: A culture-based role player is an individual who supports training (while under contract with the Marine Corps) by educating Marines in the customs, languages, wardrobe, religions, behaviors, and values of a specific population/geographic region. Role players utilize behaviors, combat patterns and tactics to replicate potential adversaries and scenarios faced by Marine forces.

4. Procedures

a. In accordance with reference (d), the Commanding Officer of Security Battalion shall appoint a Role Player Program Coordinator (RPPC) to manage the role player screening program and ensure that any role player allowed access to MCINCR-MCBQ is in compliance with Marine Corps role player screening policies and the provisions of this order.

b. Tenant commands planning to utilize culture-based role players shall appoint a command Point of Contact (POC) for each training event and notify the MCINCR-MCBQ AC/S G-3 and the MCINCR-MCBQ RPPC at least 60 days prior to the start of the training.

c. The tenant command's point of contact shall coordinate with the contractor providing the role players and obtain & submit the following information to the MCINCR-MCBQ RPPC at least 21 days prior to the start of the training.

(1) A list of the names of all role-players that will participate in the training. The list shall include the last name, first name, middle name, and date of birth.

(2) A completed I-9 Employment Eligibility form for each participating role player.

Enclosure (7)

(3) Verification of enrollment in "E-Verify" and employment eligibility for each role player.

d. The tenant command point of contact shall coordinate with the MCINCR-MCBQ RPPC and the contractor providing the role players in order to establish a date, time and location for PMO to conduct biometric enrollment of all role players scheduled to participate in the training. Biometric data shall be collected from all role players at least 24 hours prior to the start of training for submission to the Department of Justice.

e. The MCINCR-MCBQ RPPC shall notify the NCIS Resident Agent Quantico, the MCINCR-MCBQ AC/S G3, and the POC for the tenant command conducting role player training if any role player is rejected for not meeting the standards for installation access.

f. Upon completion of role player screening, the tenant command POC will coordinate with the MCINCR-MCBQ RPPC for daily installation access. Daily access procedures will include detailed checks of all role players, equipment and vehicles. Once cleared for access, the tenant command POC is responsible for continuous observation of the role players while on MCINCR-MCBQ. Unescorted access is NOT permitted.

Enclosure (7)

USACE Waterfront Restricted Area

1. Policy. Reference (c) establishes a United States Army Corps of Engineers (USACE) Restricted Area in the waters of the Potomac River extending offshore from the Marine Corps Air Facility Quantico (MCAF). The restricted area includes all of the navigable waters of the Potomac River extending approximately 500 meters from the high-water mark on the Eastern shoreline of the MCAF, bounded by the coordinates identified in reference (c) (including the Chopawamsic Creek channel, but excluding Chopawamsic Island).

3. Applicability. All persons, vessels, or other craft are prohibited from entering, transiting, drifting, dredging, or anchoring within the restricted area without the permission of the Commander, MCINCR-MCBQ or his/her designated representatives. The restriction is in place 24 hours a day, seven days a week.

4. Procedures. The restricted area shall be enforced by the

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.207-1	Notice Of Standard Competition	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-5	Facsimile Proposals	OCT 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-9	Buy American--Construction Materials	MAY 2014
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-11	Buy American--Construction Materials Under Trade Agreements	FEB 2016
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-16 Alt I	Progress Payments (Apr 2012) - Alternate I	MAR 2000
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-4	Payment by Government to Contractor	APR 1984
52.237-4 Alt I	Payment by Government to Contractor (Apr 1984) Alternate I	APR 1984
52.237-11	Accepting and Dispensing of \$1 Coin	SEP 2008
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-4	Changes	JUN 2007
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.209-7998 (Dev)	Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law	MAR 2012
252.209-7999 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	JAN 2012

252.215-7000	Pricing Adjustments	DEC 2012
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

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52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **the FEAD Contracting Officer** and shall not be binding until so approved.

(End of clause)

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52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910.

(2) The small business size standard is \$15,000,000.00.

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

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

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

() Paragraph (d) applies.

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

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

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

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52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$3,500.00 per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Priced contract resulting from this solicitation.

(End of provision)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns;
and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel

shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 238910- assigned to contract number: **TBD**.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
---	--------------------

—	—
—	—
—	—

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 50 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 50 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the

Contracting Officer, within 15 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

52.237-1 SITE VISIT (APR 1984)

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

(End of provision)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)

(a) Offerors shall furnish a bid guarantee in the amount of 20% with their bids. The Offeror receiving notice of award shall furnish--

(1) A performance bond in the penal amount of 50%; and

(2) Payment in full of any sum due the Government.

(b) The Contractor shall furnish the performance bond to the Contracting Officer within 15 days after receipt of the notice of award. The Contracting Officer will not issue the notice to proceed until receipt of an acceptable performance bond and payment of any sum due the Government.

(c) Bonds supported by sureties whose names appear on the list contained in Treasury Department Circular 570 are acceptable. Performance bonds from individual sureties are acceptable if each person acting as a surety provides a SF 28, Affidavit of Individual Surety, and a pledge of assets acceptable to the Contracting Officer.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N40080-16-C-1012**

(1) Document type. The Contractor shall use the following document type(s).
Navy Construction Facilities Management Invoice

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

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

Inspection: N44199
Acceptance: N44199

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44199
Admin DoDAAC	N44199
Inspect By DoDAAC	N44199
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44199
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

Accept By

N44199

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

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

[TBD](#)

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

Jacqueline.stader@navy.mil

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

(End of clause)

(d) Contracting Officer Authority (JUN 1994)

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

(END OF CLAUSE)

5252.209-9300 Organizational Conflicts of Interest.

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)

ALTERNATE I (JUN 1994). As prescribed in 9.507-2(b), add the following paragraphs to the basic clause:

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f). (End of clause)

(e) **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 DIGITAL completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) 1 DIGITAL copies of the technical proposal.

(3) 1 DIGITAL copies of the cost/price proposal.

(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** provision, Section M.

(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 52.215-16, “CONTRACT AWARD (OCT 1995) ALTERNATE II (OCT 1995)” in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer. (End of provision)

(f) **Inspection By Regulatory Agencies (JUN 1994)**

5252 Work performed under this contract is subject by State and Federal Government Regulatory agencies including those described below.

5253 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.

5254 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)

5252.228-9300 Individual Surety/Sureties.

INDIVIDUAL SURETY/SURETIES (JUN 1994)

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

(a) Equity Securities (Stock):

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

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

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

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

- (1) List the type of bonds held and their maturity dates.
- (2) State the name, address, and telephone number of the issuing agency, firm or individual.
- (3) State the complete address(es) where the bonds are held.
- (4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.
- (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.
- (3) State the method(s) of valuation upon which appraisal is based.
- (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
- (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.
- (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance

(d) Persons Proposed as Individual Sureties:

- (1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
- (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

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

(g) **Bid Guarantee.****BID GUARANTEE (JAN 1996)**

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. The bid guarantee bond shall be accompanied by a copy of the agent's authority to sign bonds for the surety company. (End of provision)

5252.228-9305 Notice of Bonding Requirements.**NOTICE OF BONDING REQUIREMENTS (DEC 2000)**

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

x A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 50% percent of the contract price.

x A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 50% of the contract price.

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

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 366 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

5254.215-9300 Accident Prevention**ACCIDENT PREVENTION (NOV 1998)**

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupation disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

- (1) submit in writing his proposals for effectuating provision for accident prevention;
- (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the overall safety program. (End of Clause).

5252.237-9302 Site Visit.

SITE VISIT (JUL 1995)

(a) Arrangements to visit the site will be organized by Contracting Officer Elizabeth Mudd during regular working hours at 703-784-8485. Site visits are restricted to the scheduled site visit.

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

5252.242-9300 Government representatives.**GOVERNMENT REPRESENTATIVES (OCT 1996)**

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

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

___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)

(h) **Pre-Performance Conference.**

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)

Section J - List of Documents, Exhibits and Other Attachments

DAVIS BACON WAGES

General Decision Number: VA160117 07/08/2016 VA117

Superseded General Decision Number: VA20150117

State: Virginia

Construction Type: Building

County: Stafford County in Virginia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/19/2016
3	06/17/2016
4	07/01/2016
5	07/08/2016

ASBE0024-012 10/01/2015

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.33	13.92
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Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-013 10/01/2015

	Rates	Fringes
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ABATEMENT WORKER: ASBESTOS
 (Removal from Mechanical
 Systems).....\$ 21.61 5.54

 BOIL0045-004 01/01/2016

Rates Fringes

BOILERMAKER.....\$ 31.92 25.21

 BRDC0001-003 05/03/2015

Rates Fringes

BRICKLAYER.....\$ 30.36 9.69

 BRDC0001-004 05/01/2016

Rates Fringes

MASON - STONE.....\$ 35.91 16.17

 BRDC0001-005 05/03/2015

Rates Fringes

TILE FINISHER.....\$ 21.96 9.50

 BRDC0001-006 05/03/2015

Rates Fringes

TILE SETTER.....\$ 26.75 10.68

 CARP0388-008 08/01/2010

Rates Fringes

CARPENTER (Drywall Hanging,
 Form Work, and Metal Stud
 Installation Only).....\$ 26.38 7.06

 ELEC0026-034 06/01/2015

Rates Fringes

ELECTRICIAN.....\$ 42.80 15.33+a

HVAC Temperature Controls, Alarms on New Construction or
 wherever Alarm System is installed in conduit

 ELEC0026-038 09/01/2014

	Rates	Fringes
SOUND AND COMMUNICATION TECHNICIAN.....	\$ 27.05	8.58

Sound Technician, Low Voltage Wiring for Alarms does not include New Construction or Alarms installed in conduit

ELEV0010-006 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.90	29.985+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0077-022 05/01/2013

	Rates	Fringes
Power equipment operators: 35 ton cranes & above; tower & climbing cranes.....	\$ 32.89	8.45+a
Bulldozer.....	\$ 31.65	8.45+a
Excavator; Cranes (All Other).....	\$ 32.40	8.45+a
Roller.....	\$ 24.68	8.45+a
Tower cranes and cranes 100 ton and over.....	\$ 33.96	8.45+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:
Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-008 06/01/2016

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND STRUCTURAL.....	\$ 30.85	19.435

LABO0011-001 06/01/2015

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.63	7.31

PAIN0051-029 06/01/2014

	Rates	Fringes
GLAZIER		
\$2 million and Under.....	\$ 24.77	9.85
Over \$2 million.....	\$ 28.61	9.85

PAIN0051-030 06/01/2014

	Rates	Fringes
PAINTER (Drywall Finishing/Taping, Brush and Roller, Spray).....	\$ 24.89	9.05

PLUM0005-013 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 39.67	16.60+a

a.PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans' Day, Thanksgiving Day and the day after
Thanksgiving and Christmas Day.

PLUM0602-003 08/01/2015

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 38.89	19.97+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans' Day, Thanksgiving Day and the day after
Thanksgiving and Christmas Day.

ROOF0030-035 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

SFVA0669-005 04/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.40	18.52

* SHEE0100-042 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	17.24+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUVA2010-124 09/20/2010

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 17.28	0.00
CARPENTER (Excluding Drywall Hanging, Form Work, & Metal Stud Installation).....	\$ 17.09	0.69
CEMENT MASON/CONCRETE FINISHER...	\$ 18.85	3.78
LABORER: Common or General.....	\$ 12.94	0.00
LABORER: Landscape.....	\$ 10.64	0.00
LABORER: Mason Tender - Brick...	\$ 10.90	2.35
LABORER: Pipelayer.....	\$ 15.47	2.27
LABORER: Mason Tender - Pointer, Caulker, Cleaner.....	\$ 11.94	0.00
OPERATOR: Backhoe.....	\$ 19.20	3.19
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 15.62	2.40
OPERATOR: Forklift.....	\$ 17.93	7.28
OPERATOR: Loader.....	\$ 20.63	4.80
OPERATOR: Mechanic.....	\$ 18.23	1.59

TRUCK DRIVER: Dump Truck.....\$ 13.25 1.80

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SERVICE CONTRACT ACT WAGES

WD 15-4281 (Rev.-3) was first posted on www.wdol.gov on 04/19/2016

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2015-4281

Daniel W. Simms Division of | Revision No.: 3
Director Wage Determinations| Date Of Revision: 04/08/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
 Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	16.59	
01012 - Accounting Clerk II	18.61	
01013 - Accounting Clerk III	22.30	
01020 - Administrative Assistant	31.41	
01035 - Court Reporter	21.84	
01041 - Customer Service Representative I	14.40	
01042 - Customer Service Representative II	16.18	
01043 - Customer Service Representative III	17.66	
01051 - Data Entry Operator I	14.71	
01052 - Data Entry Operator II	16.05	
01060 - Dispatcher, Motor Vehicle	18.42	
01070 - Document Preparation Clerk	14.70	
01090 - Duplicating Machine Operator	14.70	
01111 - General Clerk I	14.88	
01112 - General Clerk II	16.24	
01113 - General Clerk III	18.74	
01120 - Housing Referral Assistant	25.29	
01141 - Messenger Courier	14.98	
01191 - Order Clerk I	15.12	
01192 - Order Clerk II	16.50	
01261 - Personnel Assistant (Employment) I	18.15	
01262 - Personnel Assistant (Employment) II	20.32	
01263 - Personnel Assistant (Employment) III	22.65	
01270 - Production Control Clerk	24.23	
01290 - Rental Clerk	16.55	
01300 - Scheduler, Maintenance	18.07	
01311 - Secretary I	18.07	
01312 - Secretary II	20.18	
01313 - Secretary III	25.29	
01320 - Service Order Dispatcher	16.98	
01410 - Supply Technician	31.41	
01420 - Survey Worker	20.03	
01460 - Switchboard Operator/Receptionist	14.43	

01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	

14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	36.86
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.72
15086 - Maintenance Test Pilot, Rotary Wing	48.72
15088 - Non-Maintenance Test/Co-Pilot	48.72
15090 - Technical Instructor	27.59
15095 - Technical Instructor/Course Developer	33.74
15110 - Test Proctor	22.22
15120 - Tutor	22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.37
16030 - Counter Attendant	10.37
16040 - Dry Cleaner	13.33
16070 - Finisher, Flatwork, Machine	10.37
16090 - Presser, Hand	10.37
16110 - Presser, Machine, Drycleaning	10.37
16130 - Presser, Machine, Shirts	10.37
16160 - Presser, Machine, Wearing Apparel, Laundry	10.37
16190 - Sewing Machine Operator	14.28
16220 - Tailor	15.13
16250 - Washer, Machine	11.37
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.25
19040 - Tool And Die Maker	25.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	24.23
21040 - Material Expediter	24.23
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	16.20
21130 - Shipping/Receiving Clerk	16.20

21140 - Store Worker I	11.96	
21150 - Stock Clerk	17.21	
21210 - Tools And Parts Attendant	18.02	
21410 - Warehouse Specialist	18.02	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	29.93	
23019 - Aircraft Logs and Records Technician	21.74	
23021 - Aircraft Mechanic I	28.41	
23022 - Aircraft Mechanic II	29.93	
23023 - Aircraft Mechanic III	31.38	
23040 - Aircraft Mechanic Helper	19.29	
23050 - Aircraft, Painter	27.20	
23060 - Aircraft Servicer	21.74	
23070 - Aircraft Survival Flight Equipment Technician		27.20
23080 - Aircraft Worker	23.11	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		28.41
23110 - Appliance Mechanic	21.75	
23120 - Bicycle Repairer	14.43	
23125 - Cable Splicer	28.62	
23130 - Carpenter, Maintenance	21.66	
23140 - Carpet Layer	20.49	
23160 - Electrician, Maintenance	27.98	
23181 - Electronics Technician Maintenance I	27.43	
23182 - Electronics Technician Maintenance II	29.12	
23183 - Electronics Technician Maintenance III	30.68	
23260 - Fabric Worker	21.04	
23290 - Fire Alarm System Mechanic	22.91	
23310 - Fire Extinguisher Repairer	19.38	
23311 - Fuel Distribution System Mechanic	25.09	
23312 - Fuel Distribution System Operator	21.32	
23370 - General Maintenance Worker	21.43	
23380 - Ground Support Equipment Mechanic	28.41	
23381 - Ground Support Equipment Servicer	21.74	
23382 - Ground Support Equipment Worker	23.11	
23391 - Gunsmith I	19.38	
23392 - Gunsmith II	22.54	
23393 - Gunsmith III	25.20	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		26.28
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		27.69
23430 - Heavy Equipment Mechanic	24.16	
23440 - Heavy Equipment Operator	22.91	
23460 - Instrument Mechanic	24.85	
23465 - Laboratory/Shelter Mechanic	23.93	
23470 - Laborer	14.98	
23510 - Locksmith	23.21	
23530 - Machinery Maintenance Mechanic		25.43
23550 - Machinist, Maintenance	24.69	
23580 - Maintenance Trades Helper	18.27	
23591 - Metrology Technician I	24.85	

23592 - Metrology Technician II	26.18	
23593 - Metrology Technician III	27.46	
23640 - Millwright	28.19	
23710 - Office Appliance Repairer	22.96	
23760 - Painter, Maintenance	21.75	
23790 - Pipefitter, Maintenance	25.89	
23810 - Plumber, Maintenance	24.52	
23820 - Pneudraulic Systems Mechanic	25.20	
23850 - Rigger	25.20	
23870 - Scale Mechanic	22.54	
23890 - Sheet-Metal Worker, Maintenance	22.91	
23910 - Small Engine Mechanic	20.49	
23931 - Telecommunications Mechanic I	29.95	
23932 - Telecommunications Mechanic II	31.55	
23950 - Telephone Lineman	30.15	
23960 - Welder, Combination, Maintenance	22.91	
23965 - Well Driller	22.91	
23970 - Woodcraft Worker	25.20	
23980 - Woodworker	19.38	
24000 - Personal Needs Occupations		
24550 - Case Manager	17.64	
24570 - Child Care Attendant	12.79	
24580 - Child Care Center Clerk	17.77	
24610 - Chore Aide	10.86	
24620 - Family Readiness And Support Services Coordinator	17.64	
24630 - Homemaker	18.43	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	30.03	
25040 - Sewage Plant Operator	22.92	
25070 - Stationary Engineer	30.03	
25190 - Ventilation Equipment Tender	21.44	
25210 - Water Treatment Plant Operator	22.92	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	21.91	
27007 - Baggage Inspector	13.98	
27008 - Corrections Officer	25.08	
27010 - Court Security Officer	26.37	
27030 - Detection Dog Handler	20.57	
27040 - Detention Officer	25.08	
27070 - Firefighter	26.52	
27101 - Guard I	13.98	
27102 - Guard II	20.57	
27131 - Police Officer I	28.19	
27132 - Police Officer II	31.32	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.59	
28042 - Carnival Equipment Repairer	14.63	
28043 - Carnival Worker	9.24	
28210 - Gate Attendant/Gate Tender	14.31	
28310 - Lifeguard	11.59	
28350 - Park Attendant (Aide)	16.02	
28510 - Recreation Aide/Health Facility Attendant	11.68	
28515 - Recreation Specialist	19.84	

28630 - Sports Official	12.75	
28690 - Swimming Pool Operator	18.21	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	25.44	
29020 - Hatch Tender	25.44	
29030 - Line Handler	25.44	
29041 - Stevedore I	23.44	
29042 - Stevedore II	26.66	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16	
30021 - Archeological Technician I	20.19	
30022 - Archeological Technician II	22.60	
30023 - Archeological Technician III	27.98	
30030 - Cartographic Technician	27.98	
30040 - Civil Engineering Technician	26.41	
30051 - Cryogenic Technician I	24.48	
30052 - Cryogenic Technician II	27.04	
30061 - Drafter/CAD Operator I	20.19	
30062 - Drafter/CAD Operator II	22.60	
30063 - Drafter/CAD Operator III	25.19	
30064 - Drafter/CAD Operator IV	31.00	
30081 - Engineering Technician I	22.92	
30082 - Engineering Technician II	25.72	
30083 - Engineering Technician III	28.79	
30084 - Engineering Technician IV	35.64	
30085 - Engineering Technician V	43.61	
30086 - Engineering Technician VI	52.76	
30090 - Environmental Technician	27.41	
30095 - Evidence Control Specialist	22.10	
30210 - Laboratory Technician	23.38	
30221 - Latent Fingerprint Technician I	31.51	
30222 - Latent Fingerprint Technician II	34.81	
30240 - Mathematical Technician	28.94	
30361 - Paralegal/Legal Assistant I	21.36	
30362 - Paralegal/Legal Assistant II	26.47	
30363 - Paralegal/Legal Assistant III	32.36	
30364 - Paralegal/Legal Assistant IV	39.16	
30375 - Petroleum Supply Specialist	27.04	
30390 - Photo-Optics Technician	27.98	
30395 - Radiation Control Technician	27.04	
30461 - Technical Writer I	24.12	
30462 - Technical Writer II	29.52	
30463 - Technical Writer III	35.72	
30491 - Unexploded Ordnance (UXO) Technician I	25.24	
30492 - Unexploded Ordnance (UXO) Technician II	30.53	
30493 - Unexploded Ordnance (UXO) Technician III	36.60	
30494 - Unexploded (UXO) Safety Escort	25.24	
30495 - Unexploded (UXO) Sweep Personnel	25.24	
30501 - Weather Forecaster I	24.48	
30502 - Weather Forecaster II	29.77	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.19

30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		30.53
31020 - Bus Aide		14.32
31030 - Bus Driver		20.85
31043 - Driver Courier		15.38
31260 - Parking and Lot Attendant		10.07
31290 - Shuttle Bus Driver		16.83
31310 - Taxi Driver		13.98
31361 - Truckdriver, Light		16.83
31362 - Truckdriver, Medium		18.28
31363 - Truckdriver, Heavy		19.96
31364 - Truckdriver, Tractor-Trailer		19.96
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.89
99030 - Cashier	10.03	
99050 - Desk Clerk		12.08
99095 - Embalmer		25.36
99130 - Flight Follower		25.24
99251 - Laboratory Animal Caretaker I		12.43
99252 - Laboratory Animal Caretaker II		13.59
99260 - Marketing Analyst		33.51
99310 - Mortician	34.10	
99410 - Pest Controller		17.69
99510 - Photofinishing Worker		13.20
99710 - Recycling Laborer		19.20
99711 - Recycling Specialist		23.54
99730 - Refuse Collector		17.01
99810 - Sales Clerk	12.09	
99820 - School Crossing Guard		14.77
99830 - Survey Party Chief		23.14
99831 - Surveying Aide		14.38
99832 - Surveying Technician		21.99
99840 - Vending Machine Attendant		15.48
99841 - Vending Machine Repairer		19.67
99842 - Vending Machine Repairer Helper		15.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

Section M - Evaluation Factors for Award

EVALUATION FACTORS

**SINGLE BOARD
LOWEST PRICE TECHNICALLY ACCEPTABLE**

N40080-16-R-1010

**TOTAL SMALL BUSINESS SET-ASIDE
FOR**

**SOLICITATION: N40080-16-R-1010 DEMOLISH BUILDINGS 2112, 2130, 2131, SURROUNDING
ANCILLARY MINOR STRUCTURES, AND THE REMOVAL/ DISPOSAL OF HAZARDOUS
MATERIALS MCB, QUANTICO**

INSTRUCTIONS TO PROPOSER

- (1) Your point of contact for all matters concerning this project is Elizabeth Mudd at elizabeth.mudd@navy.mil or 703.784.5485.
- (2) The work to be performed includes services for the demolition of buildings 2112, 2130, 2131 and surrounding ancillary minor structures; all concrete items such as slabs, sidewalks, footings, parking lot asphalt, curbs, berms, underground concrete structures, bollards, retaining walls and footings; fences; lighting or power poles with any associated conduit and/or wiring; tanks, pits, tunnels, oil/water separators with any associated piping or equipment; HVAC, electrical, and/or mechanical equipment. Pile caps and pilings shall be demolished to 3' below grade and abandoned. Utility line services to other facilities in the area that are impacted by demolition activities shall be maintained. A hazardous materials survey was conducted and a report generated. As a result of the survey, asbestos-containing materials, lead-based paint and paint containing lead, materials containing lead, mercury-containing light tubes and fixtures, PCB containing light ballasts, FreonR-containing equipment, and the presence of potentially hazardous chemicals were identified. Conclusions and/or recommendations regarding location and disposal of these materials is provided in the hazmat report.
- (3) The estimated cost range is between \$5,000,000.00-\$10,000,000.00 and under NAICS Code 238910.
- (4) The project duration time is 365 days from date of award which includes the initial 45 days to commence work. This includes time for receipt, review and approvals of material submittals.
- (5) The following milestones are established for this procurement:

Issue Solicitation:	18 July 2016
Site Visit:	26 July 2016
RFI Cut Off Date:	02 August 2016
Proposals Due:	18 August 2016
- (6) Proposals shall be submitted to the FEAD, Bldg 2004, Barnett Avenue, Marine Corps Base, Quantico by **18 August at 2:00pm to Elizabeth Mudd at elizabeth.mudd@navy.mil. Offerors are solely responsible for the timely delivery of proposals and are cautioned to plan ahead for unexpected delays.**

(7) Inquiries during the proposal preparation period should be submitted by email to Elizabeth Mudd at Elizabeth.mudd@navy.mil.

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 contracts; to negotiate with offerors in the competitive range; and to award the contracts to the offerors submitting the lowest priced, technically acceptable offers.
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 proposals with the lowest evaluated prices.
4. 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.
5. **The number of proposals to be evaluated for technical acceptability shall be limited to the 10 lowest priced offerors. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies technically acceptable proposals.**

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), 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 SSEB will need to make a qualitative determination of the rating for this factor, taking into account the risk ratings for EMR and DART.
4. Evaluators will not average the rating from the two [2014 and 2015] years 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:

Risk
Very Low Risk

EMR
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.

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:

Table A-2. 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. (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.

i. 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 considered relevant are unique to each LPTA source selection. The contractor shall submit three (3) recent examples of specific government or commercial contracts/projects your firm has performed to best demonstrate your experience on relevant projects that are similar in size, scope, and complexity. Do not utilize experience of a proposed subcontractor to demonstrate experience for your firm. A specific project is a single project or a single task order under an indefinite quantity contract or on-call type contract.

For purposes of this evaluation, a relevant project is further defined as follows:

Size: A demolition project ranging between \$5,000,000.00 and \$10,000,000.00.

Scope/Complexity: Demolition of multiple buildings and structures to include the removal and disposal of hazardous materials within buildings. All projects must meet the size requirement.

Submitted relevant project experience shall demonstrate the following:

- 1) Experience as the Prime Contractor on all of the submitted projects.
- 2) Three design-build projects and three design-bid-build type projects

Projects submitted for the Offeror shall be complete or ongoing within the past five (5) years of the date of issuance of this RFP.

ii. 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. SSEB 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 – Relevant Experience
- Factor 2 – Safety
- Factor 3 – Past Performance

The distinction between relevant experience and past performance is 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. Proposal Organization and format:

- a. The proposal submitted in response to this solicitation shall be clear, concise, and shall contain sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposals should not simply rephrase or restate the Government's requirements, but rather should demonstrate convincing rationale to address how the offeror intends to meet these requirements. The offer shall be compliant with the requirements as stated in the RFP. Nonconformance with the solicitation requirements, specified organization and content may result in elimination or misevaluation of the proposal. All claimed technical capabilities to meet the requirements shall be realistic and are subject to verification by the Government. Offerors should assume that the Government has no prior knowledge of the offeror's business and that the Government will base its evaluation on the information contained in the offeror's proposals.

3. Proposal Organization and Number of Copies.

- a. Factor 1: Relevant Experience
 - i. Contractors will utilize the Relevant Experience form, ATTACHMENT C. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page [or two (2) single-sided pages]. Submission shall be submitted electronically via email.
 - ii. A separate Relevant Experience form must be used for each relevant experience example submitted for Factor 1.
- b. Factor 2: Safety
 - i. Text pages 8 ½ x 11 format, minimum 10 point font.
 - ii. Safety Factor total length shall not exceed one (1) double-sided page [or two (2) single-sided pages]. Pages beyond this maximum will not be reviewed. Submission shall be submitted electronically via email.
- c. Factor 3: Past Performance

- i. Contractors will utilize the Past Performance form, ATTACHMENT D. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages [or four (4) single-sided pages] in total. Submission shall be submitted electronically via email.
 - ii. A separate Past Performance form must be used for each past performance example submitted for Factor 3.
- d. Price Proposal- Offeror shall submit one price package with the following characteristics:
 - i. Text pages 8 ½ x 11 format, minimum 10 point font.
 - ii. Completed SF 30 signed with all amendments acknowledged.
 - iii. Price Schedule.
 - iv. Copy of Online Representation and Certifications Application (ORCA) and proof of registration in System for Award Management (SAM)
 - v. Confirmation of filing of Veterans' Employment and Training (VETS) VETS 100 and/or VETS report for the cycle.
 - vi. Bid Guarantee in accordance with FAR Clause 52.228-1 Bid Guarantee. Amount shall be at least 20 percent of the bid price but shall not exceed \$3 million.
 - vii. Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact, phone number, and email address.
 - viii. A complete electronic copy of the price proposal as a single .pdf file on a CD-ROM. Submission shall be submitted electronically via email.
- e. Elaborate brochures or documentation, detailed art work, or other embellishments are unnecessary and are not desired.
- f. The proposal shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Hyperlinking of cross-references is permissible. Information required for proposal evaluation, but not provided in its designated volume or cross-referenced, is assumed omitted from the proposal.

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

a. PRICE

i. Solicitation Submittal Requirements:

Prices will be submitted on the Price Schedule included in the solicitation.

ii. 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 solicitation bid schedule). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL

1990) the bid schedule of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- 1) Comparison of proposed prices received in response to the RFP.
- 2) Comparison of proposed prices with the IGCE.
- 3) Comparison of proposed prices with available historical information.

b. NON-PRICED FACTORS:

Factor 1 - Relevant Experience:

i. Solicitation Submittal Requirements:

The Offeror shall submit the following information:

- iii. Each Offeror **SHALL** submit a **TOTAL of three (3)** projects that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the projects proposed for this demolition contract. Do not utilize experience of a proposed subcontractor to demonstrate experience for your firm. A specific project is a single project or a single task order under an indefinite quantity contract or on-call type contract.

For purposes of this evaluation, a relevant project is defined as follows:

Size: A demolition project ranging between \$5,000,000.00 and \$10,000,000.00.

Scope/Complexity: Demolition of multiple buildings and structures to include the removal and disposal of hazardous materials within buildings. All projects must meet the size requirement.

Submitted relevant project experience shall be as a Prime contractor.

Projects submitted for the Offeror shall be complete or ongoing within the past five (5) years of the date of issuance of this RFP.

Use of the attached Relevant Experience Form (**Attachment C**) is **MANDATORY and SHALL** be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page [or two (2) single-sided pages].

For all submitted projects, the description of the project shall clearly describe the scope of work performed including unique features, square footage, and methods of demolition and or HAZMAT removal. 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 are limited to a total of three (3) projects combined; therefore, each Joint Venture entity shall submit 1 project meeting the requirements listed above. **If the Joint Venture is a mentor/protégé, projects SHALL come from both entities. The protégé must demonstrate experience of least at one (1) projects described above and the experience must be that of a prime contractor.** The Offeror shall submit a signed copy of the Joint Venture agreement indicating the proposed participation of each

Joint Venture member. Offerors contemplating a Joint Venture shall show evidence in their proposal that the joint venture agreement has been received by the SBA prior to proposal due date if SBA's approval is required. 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 SF30), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

ii. Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience in performing relevant demolition projects as defined in the solicitation submittal requirements.

In order to receive an **ACCEPTABLE** rating, **ALL THREE (3) PROJECTS** submitted **MUST be relevant.**

Factor 2 – Safety:

i. Solicitation Submittal Requirements:

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

1) Experience Modification Rate (EMR):

For the two (2) previous complete calendar years (**2014 and 2015**), submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a two (2) year period). If you have no EMR, affirmatively state so and explain why.

2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

For the two (2) previous complete calendar years (**2014 and 2015**), 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.

ii. Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Enterprise Safety Applications Management System (ESAMS), and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror.

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

Factor 3-Past Performance:

i. Solicitation Submittal Requirements:

If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation [formerly known as Construction Contractor Appraisal Support System (CCASS)] is available, it shall be submitted with the proposal for each project included in Factor 1 for Relevant Experience. If there is not a completed CPARS evaluation then submit Past Performance Questionnaires for each project included in Factor 1 Relevant Experience. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. 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). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contacts, Elizabeth Mudd at Elizabeth.mudd@navy.mil.

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

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 for Relevant Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages [or four (4) single-sided pages] in total.

Offerors may provide any performance recognition documents received within the last three (3) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

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

ii. Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 for Relevant Experience and past performance on other projects currently documented in known sources. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. 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 Contractors who are part of a joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), any other known sources not provided by the Offeror, and performance recognition documents, and information obtained from any other source that reflect a trend of satisfactory performance.

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

Past Performance Evaluation Ratings	
Rating	Description
Acceptable (A)	<p>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.</p> <p>Satisfactory or better on any Overall Rating and no more than one Marginal or worse rating in any of the following categories: Quality, Schedule, Cost Control, Management, Regulatory Compliance, Safety, and other areas.</p>
Unacceptable (U)	<p>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.</p> <p>Marginal or worse on any Overall Rating or Marginal or worse in more than one of the following categories: Quality, Schedule, Cost Control, Management, Regulatory Compliance, Safety, and other areas.</p>

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

IV. BEST-VALUE DECISION AND DOCUMENTATION

- a. The SSA shall select the sources whose proposals offers the best value to the Government in accordance with established criteria in Section M or (or a non-UCF solicitation).
- b. The SSA shall ensure the proposals are evaluated for acceptability but not ranked using the non-price factors.
- c. The SSA shall document the supporting rationale in the SSDD. The SSDD shall be the single summary document supporting selection of the best-value proposals consistent with the stated evaluation criteria.

V. ATTACHMENTS

- A. Relevant Experience Form**
- B. Past Performance Questionnaire**

DISCUSSIONS:

It is the Government's intention to evaluate proposals and award without discussions with offerors, other than exchanges conducted for the purpose of minor clarifications. However, it may be necessary to conduct discussions if determined by the Contracting Officer. If conducted, the evaluation team will assist in the development of the discussion items. Discussions may be held in writing or verbally, either telephonically or in person, as necessary. Discussions will conclude with a request for a final proposal. The evaluation of discussion responses and final proposals will be documented by an evaluation team.