

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 08-Feb-2013	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CODE N40083 NAVFAC MIDWEST PUBLIC WORKS DEPARTMENT PWD GREAT LAKES FEAD/2625 RAY ST, B.2016 GREAT LAKES IL 60088		7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/> X	9A. AMENDMENT OF SOLICITATION NO. N40083-13-R-3104
			<input checked="" type="checkbox"/> X	9B. DATED (SEE ITEM 11) 15-Jan-2013
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> X is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) N40083-13-R-3104 BASEWIDE FILTER MAINTENANCE REQUIREMENT, GREAT LAKES, IL This amendment adds clauses, and revises technical specification documents.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 08-Feb-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

TEXT AMEND 0001

1. The due date for proposal remains unchanged at **2:00 PM Central Time on February 15, 2013**.
2. The cut-off date for Pre Proposal Inquiries remains unchanged at **2:00 PM Central Time, February 11, 2013**.
3. Section L, Instructions to Offerors, page 1 is revised to correct the section name from Construction Standards Institute (CSI) to Uniform Contract Format (UCF) as follows (revision shown in bold, underlined text):

From:

“B. Price Proposal with attachments: The price proposal consists of the total evaluated price as specified in the RFP. Offeror is required to prepare and submit two (2) copies of the price documents separately from the technical proposal data and should be labeled “For Official Use Only” and “Source Selection Information – FAR 3.104”. Envelopes shall be clearly marked “Price Proposal – Do Not Open in Mailroom.” See Section 00210 for complete submittal requirements.

C. Technical Proposal with attachments: Offeror is required to prepare a technical proposal that addresses items called out in evaluation factors and submit four (4) copies in a separate sealed envelope marked: “Technical Proposal – Do not open in Mailroom.” See Section 00210 for complete submittal requirements.”

To:

“B. Price Proposal with attachments: The price proposal consists of the total evaluated price as specified in the RFP. Offeror is required to prepare and submit two (2) copies of the price documents separately from the technical proposal data and should be labeled “For Official Use Only” and “Source Selection Information – FAR 3.104”. Envelopes shall be clearly marked “Price Proposal – Do Not Open in Mailroom.” See Section **M** for complete submittal requirements.

C. Technical Proposal with attachments: Offeror is required to prepare a technical proposal that addresses items called out in evaluation factors and submit four (4) copies in a separate sealed envelope marked: “Technical Proposal – Do not open in Mailroom.” See Section **M** for complete submittal requirements.”

4. Responses are provided to Pre Proposal Inquiries received to date:

Question No.	Reference (Sect/Para/Page)	QUESTION	GOVERNMENT RESPONSE
PPI# 1	J-1502000-03 Filter Maintenance Frequency/ Page 58	Please add the Frequency Codes to J-1502000-01 Filter Inventory Schedule. There are multiple codes for Total Times per year. For instance K and M are both annual. One is for October and the other April. With out having the codes on the spreadsheet we do not know which is to be performed when.	The frequency codes are listed in the attachment J-1502000-01 Filter Inventory Schedule in column named "SCHED" for each filter. Attachment J-1502000-03 shows what the frequency codes are. The frequency scheduled code "K" is performed in October and frequency scheduled code "M" is performed in April.
PPI# 2	J-1502000-01 Filter Inventory Schedule/	<p>On the Filter Inventory Schedule there are couple of items that need clarification.</p> <p>1)Building 6802 has two lines for above drop ceiling without a filter size.</p> <p>2)Bldg 6224 line Through-out Above Drop Ceiling does not have filter size</p> <p>3) Bldg 6224, Room 201Shows 16X25, but does not have a thickness. What is the Thickness of this filter.</p>	<p>Item (1). The filter size for building 6802 is 16X25X1.</p> <p>Item (2). There are four filter sizes for a total of fifteen filters at this location.</p> <p>12X16X1 (5) EA, 15X20X1 (5)EA, 16X16X1 (4) EA, 16X25X1 (1)EA.</p> <p>Item (3). The thickness is 4".</p>
PPI# 3	J-1502000-04 Filter Specifications/ Page 59	The FFM filter type indicates that the only specifications for these filters are to be 95% rated efficiency, MERV 14. There are several types of filters that meet this criteria. Do these filters need to be rigid cell, Cartridge, V-Bank Filters. Also, are they single header or box style?	All FFM's are rigid cell construction. Building 1506 is the only location with double headers. The FFM's located at the rest of the buildings are single headers.
PPI# 4	J-1502000-04 Filter Specifications/ Page 59	What type of media should be used for the RTP - 12" circular filters? Also, please provide information on the type of frame required, if at all and also provide the thickness on these filters.	The RTP's use a polyester media and are two (2) inches in thickness. There is no frame required.
PPI# 5	Sect 0200000/2.8.2/ page 17	Will there be a location provided (lay down yard) on the facility that will allow the contractor vehicles to be parked overnight and weekends when this is most efficient for contractor schedule?	There is no lay down site provided.

PPI# 6	Section F/Deliverables/ page 33	Item 2.10.2.1 on the Deliverable schedule indicates that the will be a need for ODS Refrigerant Recycling. What areas will there be a need for recovering refrigerant? If this is required please indicated the areas, projected tasks and refrigerant type or types that could be involved. This does not align with a normal filter change requirement.	There is no maintenance for this requirement and will be deleted from the contract.
PPI# 7	Attachment J-0200000-06/Page 53	Please verify that the type C filters that must be inventoried, stored and accounted for by the contractor is indeed an extra replacement filter identical to the filters included in the Filter Inventory Schedule and identified by Filter Type C. Will all filters type C be provided by the government throughout the life of the contract?	There are two (2) sets of "C" type filters. One set will installed at each location for use and the other set will be cleaned and maintained off site by the contractor for replacement of dirty filters at time of service. Filters will be provided by the Government for the life of the contract unless the contractor should damage or lose filters. The Contractor will be responsible to replace at no additional cost to the Government.
PPI# 8	Section L/ Para B. and C./ Page 63	The last sentence in item 2. paragraph B and paragraph C. states "See Section 00210 for complete submittal requirements." Please clarify where this section can be found in the solicitation documents or provide the detailed instruction from the referenced section.	See paragraph 2 of Amendment 0001 and the revised Section L incorporated in this amendment, which corrects this to Section M. See pages 66-68 of the Request for Proposal.
PPI# 9	Section L, Paragraph 2, page 63:	As this is a proposal that has been set aside for small businesses, can the Cover Letter, Price and Technical Proposals be submitted electronically in lieu of four (4) hard copies that are bound or provided in three ring binders?	Electronic and facsimile submittals are not acceptable.
PPI# 10	Section L, Paragraph 2B and 2C, page 63:	Both paragraphs 2B and 2C mention "See Section 00210 for complete submittal requirements." There is no Section 00210 in the RFP N40083-13-3104.	See paragraph 2 of Amendment 0001 which corrects this from Section 00210 to Section M.
PPI# 11	Section L, Paragraph 2B and 2C, page 63:	What are the additional submission requirements not in RFP N40083-13-3104?	See the revised Section L and paragraph 2 of Amendment 0001 which corrects this from Section 00210 to Section M; the requirements of Section M apply to this requirement. Note: Though not required, offerors should be aware that organizing the proposal so as to make review easier is

			<p>desirable.</p> <p>Use of Table of contents, tab indexes etc. in proposals to indicate the proposal submittal for evaluation factors 1 – 4 and attachments/ enclosures makes the proposal easier to review, and while this is not required, it is desirable.</p>
PPI# 12	Section M, Paragraph 2(a)(1) and 2(a)(2), page 65:	Both paragraphs 2(a)(1) and 2(a)(2) mention Schedule B or Section B of the solicitation. There is no Schedule B or Section B in the RFP N40083-13-3104. What page number and part of the RFP N40083-13-3104 or its attachments do Schedule B and Section B refer?	Schedule B/Section B are the Price schedule of the Request for Proposal. The schedule/section is located at pages 75-76 of the request for proposal.
PPI# 13	Section C-0200000, Paragraph 2.10.2.1, page 26, and Section F, page 33.	What is the listing of the inventory and schedule of HVAC and refrigeration equipment containing ozone depleting substances (ODS) which the contractor is obliged to recycle during this contract?	The requirement contains no requirements for maintenance of refrigeration equipment and there is no known requirement for ozone depleting substances nor any requirement for recycling of the same.
PPI# 14	N/A	What contractor or contractors are currently accomplishing this work, and what is the value of their respective contracts on a per year basis?	<p>The Incumbent contractor was International Filter Manufacturing Incorporated.</p> <p>Base period: \$ 450,064.61 Option Period 1 \$ 1,017,271.50 Option Period 2 \$ 1,090,324.30 Option Period 3 \$ 1,138,257.69 Option Period 4 \$ 1,162,382.49</p> <p>Offerors are cautioned that the current requirement does not correspond to the prior contract requirement; proposals should be based on the current requirement as described in the Performance Work Statement and attachments.</p>
PPI# 15	N/A	What is the history of the actual annual purchases of filters and related O&M supplies for this scope of work during the last fiscal year?	The incumbent contract was for services; provision of supplies (filters) is incidental to the services provided and is not separately priced. The Government has no detailed records of the filters provided under the prior contract.
PPI# 16	Section M, Paragraph 2(b)(4)(a), page 69:	The 1st two sentences in the paragraph at the top of page 69 state if a CPARS is available, it shall be submitted; otherwise a PPQ is required. However, the 3rd sentence also states that "The Offerer should provide completed PPQs in the proposal." If CPARS are available	Past Performance Questionnaires (PPQs) are not required if the project has a valid evaluation in CPARS.

		for all projects included in factor 1, Relevant Experience, is a PPQ still required for the proposal?	
PPI# 17	ATTACHMENT J-1502000-04, Filter Specifications, page 59:	This attachment calls out specification ASTM F 1040 (1987; R2007) 'Standard Specification for Filter Units; Air Conditioning: Viscous Impingement and Dry Types Replaceable.' However, per ASTM (http://www.astm.org/Standards/F1040.htm), this standard has been withdrawn without any replacement. Can this ASTM F 1040 reference be replaced with the discussion found in Chapter 29 of the 2012 ASHRAE Handbook, HVAC Systems & Equipment?	The specifications for ASTM F 1040 is being removed from the contract. The Contractor will be required to follow MERV ratings. Specifications for filters shall comply with ASHRAE 52.1, 52.2 and UL Standard 900 in addition to the other specifications identified.

5. The following changes and additions are made to the terms and conditions of the request for proposal:

A. FAR Clause 52.222-17 is changed from incorporated by reference to incorporated in full text. Offerors are directed to the requirements of this clause for the successor contractor to make bona fide offers of employment to those service employees who otherwise would be displaced or laid off within ninety (90) calendar days of the date of award. A certified listing of the employees affected will be provided by the Contracting Officer to the successful offeror at the time of award.

B. FAR Clause 52.204-7, Central Contractor Registration (DEC 2012) is added and incorporated by reference.

C. DFARS Clause 252.204-7004 ALT A, Central Contractor Registration (SEP 2007) is added and incorporated by reference.

6. No other changes are made by reason of this amendment.

7. Offerors are reminded that it is necessary to acknowledge all amendments to the solicitation when submitting a proposal, and failure to do so may render the proposal non responsive. This should be done by completing blocks 15A – 15C of the amendment form (SF 30) and returning the completed SF 30 first page with the proposal.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from The Contractor shall provide all material, equipment, transportation, quality control and supervision to perform recurring maintenance of Heating, Air Conditioning and Ventilation systems filters for the base period of March 1, 2013 through January 31, 2014 at the locations identified

in Section J of the specification in accordance with the Service Contract Wage Determination 2005-2167 revision 12 dated June 13, 2012 and the terms and conditions of the resulting contract. to The Contractor shall provide all material, equipment, transportation, quality control and supervision to perform recurring maintenance of Heating, Air Conditioning and Ventilation systems filters for the base period of April 1, 2013 through March 31, 2014 at the locations identified in Section J of the specification in accordance with the Service Contract Wage Determination 2005-2167 revision 12 dated June 13, 2012 and the terms and conditions of the resulting contract..

CLIN 0002

The CLIN extended description has changed from The Contractor shall provide all material, equipment, transportation, quality control and supervision to perform recurring maintenance of Heating, Air Conditioning and Ventilation systems filters for the base period of February 1, 2014 through January 31, 2015 at the locations identified in Section J of the specification in accordance with the applicable Service Contract Wage Determination applicable and the terms and conditions of the resulting contract. to The Contractor shall provide all material, equipment, transportation, quality control and supervision to perform recurring maintenance of Heating, Air Conditioning and Ventilation systems filters for the base period of April 1, 2014 through March 31, 2015 at the locations identified in Section J of the specification in accordance with the applicable Service Contract Wage Determination applicable and the terms and conditions of the resulting contract..

CLIN 0003

The CLIN extended description has changed from The Contractor shall provide all material, equipment, transportation, quality control and supervision to perform recurring maintenance of Heating, Air Conditioning and Ventilation systems filters for the base period of February 1, 2015 through January 31, 2016 at the locations identified in Section J of the specification in accordance with the applicable Service Contract Wage Determination applicable and the terms and conditions of the resulting contract. to The Contractor shall provide all material, equipment, transportation, quality control and supervision to perform recurring maintenance of Heating, Air Conditioning and Ventilation systems filters for the base period of April 1, 2015 through March 31, 2016 at the locations identified in Section J of the specification in accordance with the applicable Service Contract Wage Determination applicable and the terms and conditions of the resulting contract..

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 31-JAN-2014	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2013 TO 31-MAR-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-FEB-2014 TO 31-JAN-2015	N/A	N/A FOB: Destination
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2014 TO 31-MAR-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2015 TO 31-JAN-2016	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2015 TO 31-MAR-2016	N/A	N/A FOB: Destination	

The following have been added by reference:

52.204-7	Central Contractor Registration	DEC 2012
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007

The following have been added by full text:

SECTION L REV INSTR TO OFFEROR

Proposals are due no later than 2:00 P.M. Central Standard Time (CST), February 15, 2013

Proposals shall be submitted to:
Department of the Navy
Naval Facilities Engineering Command Mid-West
PWD Great Lakes
ATTN: Shawn J. Wales
2625 Ray Street, Building 2016
Great Lakes, IL 60088-2801

SOLICITATION NO: **N40083-13-R-3104**

PROJECT TITLE: **BASEWIDE FILTER MAINTENANCE SERVICES, NAVAL STATION GREAT LAKES, IL**

THE FOLLOWING ADDRESS SHOULD BE USED FOR PROPOSAL CORRESPONDENCE:

NAVFAC MIDWEST, PWD GREAT LAKES
ATTN: SHAWN J. WALES
2625 RAY STREET, BUILDING 2016
GREAT LAKES, IL 60088-3147

THE FOLLOWING INFORMATION IS PROVIDED IN CONJUNCTION WITH THE SOLICITATION REQUIREMENTS:

Inquiries regarding this Request for Proposal (RFP) shall be submitted electronically using the Request for Information (RFI) form provided with this solicitation. The Point of Contact (POC) for inquiries is Shawn J. Wales at (847) 688-5395, extension 249, FAX (847) 688-3689, or by e-mail at shawn.j.wales1@navy.mil. Any inquiries must be received by the Government no later than 2:00 P.M. CST, **February 11, 2013** in order to permit adequate time for the Government to reply to inquires.

PROPOSALS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS RFP, INCLUDING ATTACHMENTS.

THE GOVERNMENT INTENDS TO EVALUATE PROPOSALS AND AWARD WITHOUT DISCUSSIONS. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF IT IS LATER DETERMINED BY THE CONTRACTING OFFICER TO BE NECESSARY. THEREFORE, EACH INITIAL OFFER SHOULD CONTAIN THE BEST TERMS FROM A TECHNICAL AND PRICE STANDPOINT.

CONTRACT DESCRIPTION

This solicitation is to provide all labor, supervision, quality control, material transportation and storage to maintain approximately 12,540 filters, consisting of 11 different types of filters, located at 134 facilities and requiring 8 different frequencies for replacement. The contract for filter maintenance contains 58 different schedules with multiple replacement criteria on a monthly basis. This requirement will be for a base year plus two (2) option periods of one year each to run consecutively. See Statement of Work (SOW) for complete description.

This is a negotiated procurement, using the lowest price technically acceptable source selection process on the Best Value Continuum in accordance with FAR 15.101-2 that will result in a Firm Fixed-Price Construction Contract. The Government anticipates a contract award for this project in February 2013.

The North American Industry Classification System (NAICS) Code for this procurement is 238220, Plumbing, Heating and Air Conditioning Contractors), with a size standard of \$14 million dollars.

SECTION L – INSTRUCTIONS TO OFFERORS

1. Inquiries

Inquiries regarding this RFP shall be submitted electronically using the Request for Information (RFI) form provided as Attachment C. The Point of Contact (POC) for inquiries is Shawn Wales at (847) 688-5395, extension 249 or via e-mail to shawn.j.wales1@navy.mil. The Government does not intend to respond to inquiries submitted after **February 11, 2013**.

2. Proposal Submittal Requirements

Proposals submitted in response to this solicitation shall be formatted as follows and furnished in the number of copies stated herein. In response to this request for proposal, the complete proposal package shall include:

A. Cover Letter

- (a) The solicitation number
- (b) Name, address, telephone and facsimile numbers, and e-mail address of the offeror.
- (c) The DUNS Number, CAGE Code, and Tax Identification Number (TIN) of the offeror.
- (d) Names, titles, phone and facsimile numbers, and e-mail addresses of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation.
- (e) Name, title, and signature of person authorized to sign the proposal

B. Price Proposal with attachments: The price proposal consists of the total evaluated price as specified in the RFP. Offeror is required to prepare and submit two (2) copies of the price documents separately from the technical proposal data and should be labeled "For Official Use Only" and "Source Selection Information – FAR 3.104". Envelopes shall be clearly marked "Price Proposal – Do Not Open in Mailroom." See Section **M** for complete submittal requirements.

C. Technical Proposal with attachments: Offeror is required to prepare a technical proposal that addresses items called out in evaluation factors and submit four (4) copies in a separate sealed envelope marked: "Technical Proposal – Do not open in Mailroom." See Section **M** for complete submittal requirements.

(a) To facilitate the evaluation, the technical proposal should be sufficiently detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements. Substantial extraneous information in the technical proposal may be construed as indicative of the offeror's ignorance of the requirements or a casual approach to the RFP. Statements that the prospective offeror understands and can or will comply with all specifications, statements paraphrasing the statement of work or parts thereof, and phrases such as "standard procedures will be employed" or "well known techniques will be used", etc., will be considered insufficient.

(b) The technical proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements.

(c) Elaborate brochures or documentation, binding, detailed artwork or other embellishments are unnecessary and are not desired. Proposals shall be submitted in three ring binders or bound, with tabs or separators. Proposals shall be submitted on 8.5" x 11" paper, utilizing both sides of the paper, unless otherwise identified.

3. Pre-Proposal Conference/Site Visit.

A. A pre-proposal conference/Site Visit will be held on **January 23, 2013 at 10:00AM local time** at 2625 Ray Street, Building 2016, Great Lakes, IL. The meeting will proceed to the project site. Please contact Shawn Wales at (847) 688-5395, extension 249 to confirm attendance.

B. Offerors should be properly attired for attending the site visit with appropriate safety gear for inspecting the proposed work areas. Photographs of work areas are permitted so long as no other areas or government personnel are photographed, due to security considerations.

C. The pre-proposal conference offers opportunity for networking with potential Subcontractors. Interested Prime Contractors and Subcontractors are encouraged to participate. It is suggested that attendees come prepared for this event with company literature or brochures.

D. All prospective offerors are required to attend this conference. In order to make the conference as productive as possible, offerors are requested to submit in writing, one week prior to the pre-proposal conference, any questions they may have to Shawn J. Wales at shawn.j.wales1@navy.mil.

E. Failure of a prospective offeror to submit any questions or to attend the conference will be construed to mean that the offeror fully understands all requirements of the solicitation. Prospective offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the concepts involved in the project and the specifications, terms, and conditions of this solicitation.

4. Joint Venture Agreement. Joint Venture Offerors shall provide a copy of the joint venture agreement. The agreement shall include information that identifies the responsibilities for each entity under this contract, demonstrates the relationship between firms, and identifies contractual relationships and authorities to bind each entity of the joint venture. The joint venture also needs to complete the online representations and certifications for each joint venture member as well as for the joint venture itself.

5. System for Acquisition Management: Contractors must be registered in the System for Acquisition Management (SAM) prior to award of a Department of Navy contract. This system has replaced the prior system (CCR and ORCA). For more information, see the SAM website at <https://www.sam.gov/portal/public/SAM/>. **A contract cannot be awarded to a contractor not registered in SAM.** Review the NAICS codes listed in your SAM record and make sure that you have listed the NAICS code for this procurement (NAICS 238220 – Plumbing, Heating and Air Conditioning Contractors). Offerors should ensure that their records in SAM are valid and up to date as soon as possible, as there may be delays in processing records in SAM.

6. Online Representations and Certifications Application (ORCA). In order to participate on this solicitation, contractors shall complete electronic representations and certifications. To complete the ORCA, see the SAM website at <https://www.sam.gov/portal/public/SAM/>.

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

8. Indefinite Delivery Items: There are no indefinite delivery items for this contract requirement. All references to IQ, ID or IDIQ in the solicitation is not applicable.

52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are

defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

- (2) A copy of any record that forms the basis for any exemption claimed under this part.
- (3) A copy of the service employee list provided to or received from the contracting agency.
- (4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.
- (g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.
- (h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.
- (i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.
- (k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.
- (l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—
- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

The following have been deleted:

SECTION L INSTRUCTIONS TO OFF

(End of Summary of Changes)