

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   87	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-15-R-6613	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 09 Jul 2015	6. REQUISITION/PURCHASE NO. ACQR3903830		
7. ISSUED BY NAVFAC MID ATLANTIC MARFORRES FST 520 DEWEY AVE, BUILDING 5 GREAT LEAKES IL 60088-3147  CODE N40085  TEL: FAX:			8. ADDRESS OFFER TO  <b>See Item 7</b>		(If other than Item7)		CODE

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

### SOLICITATION

9. Sealed offers in original and 4 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 NAVFAC MDLANT, GLKS, IL until 03:00 PM local time 10 Aug 2015  
(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 JUDY A. HONOLD	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 847-688-3368 X107	C. E-MAIL ADDRESS judy.honold@navy.mil
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### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	22 - 60
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 13	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	14		J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	15		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	16 - 19				
X	G	CONTRACT ADMINISTRATION DATA	20 - 21	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	61 - 70
	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	71 - 87

### 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)	
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### 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 A - Solicitation/Contract Form

COVER SHEET

COMMANDER

NAVAL FACILITIES ENGINEERING COMMAND

MID-ATLANTIC DIVISION

MARINE FORCES RESERVE (MARFORRES)

FACILITY SUPPORT TEAM (FST)

GREAT LAKE, ILLINOIS 60088

NOTICE:

Proposals to be submitted by  
3:00 p.m. CST, at the Acquisition Branch  
Judith A. Honold, Contracting Officer  
NAVFAC MID-ATLANTIC (MARFORRES FST)  
520 DEWEY AVENUE, BUILDING 5  
GREAT LAKES, ILLINOIS 60088

NAVFAC SPECIFICATION No.  
Solicitation No. N40085-15-R-6613

FACILITY INVESTMENT PREVENTATIVE SERVICES AT THE MARINE CORPS RECRUIT TRAINING  
COMMANDS AT THE FOLLOWING LOCATIONS:

MEMPHIS, TENNESSEE; HUNTSVILLE AND MONTGOMERY ALABAMA;  
JACKSONVILLE AND TAMPA, FLORIDA; WINDY HILL, GEORGIA AND  
EASTOVER, SOUTH CAROLINA

NOTICE

All inquiries concerning the solicitation, prior to the proposal due date shall be made to the Contracting Officer,  
NAVFAC Mid-Atlantic, Acquisition Branch, 520 Dewey Avenue, Building 5, Great Lakes, Illinois 60088,  
telephone (847) 688-3368, extension 107, Attention: Ms. Judith A. Honold, Contracting Officer..

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year Firm Fixed Price FFP Base Year Firm Fixed Price (FFP) The work includes providing all supervision, management, labor, materials, equipment, transportation, supervision and incidental engineering necessary to perform the firm-fixed price Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) Wage Rates and Davis Bacon Wage Rates will be incorporated in the execution of this Line Item requirement. See CLIN 9000, Exhibit A, for Base Year FFP line item pricing data. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3903830	1	Each		

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NET AMT

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Year- ID/IQ FFP Base Year Indefinite Delivery Indefinite Quantity (IDIQ): Contractor shall furnish all supervision, management, labor, materials, equipment, transportation, supervision and incidental engineering necessary to perform the Indefinite Delivery Indefinite Quantity (IDIQ) Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) Wage Rates and Davis Bacon Wage Rates will be incorporated in the execution of this Line Item requirement. See CLIN 9000, Exhibit A, for Base Year IDIQ line item pricing data. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3903830	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Yr. 1 Firm Fixed Price FFP Option Year One (1) FFP: The work includes providing all supervision, management, labor, materials, equipment, transportation, supervision and incidental engineering necessary to perform the firm-fixed price Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) Wage Rates and Davis Bacon Wage Rates will be incorporated in the execution of this Line Item requirement. See CLIN 9001, Exhibit B, for Option Year (1) One Firm Fixed Price line item pricing data. FOB: Destination	1	Each		

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NET AMT

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Yr. One (1) - IDIQ FFP Option Year One (1) Indefinite Delivery Indefinite Quantity (IDIQ): Contractor shall furnish all supervision, management, labor, materials, equipment, transportation, supervision and incidental engineering necessary to perform the Indefinite Delivery Indefinite Quantity (IDIQ) Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) and Davis Bacon Wage Rates will be incorporated in the execution of this Line Item requirement. See CLIN 9001, Exhibit B, for Option Year (1) One IDIQ line item pricing data. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Yr. Two (2) - Firm Fixed Price FFP Option Year Two Firm Fixed Price (FFP) The work includes providing all supervision, management, labor, materials, equipment, transportation, supervision, and incidental engineering necessary to perform the firm-fixed price Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) and Davis Bacon Wage Rates apply and will be incorporated in the execution of this Line Item requirement. See CLIN 9002, Exhibit C, for Option Year Two FFP line item pricing data. FOB: Destination	1	Each		

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NET AMT

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Option Yr. Two (2) - ID/IQ FFP Option Year Two (2) Indefinite Delivery Indefinite Quantity (IDIQ): Contractor shall furnish all supervision, management, labor, materials, equipment, transportation, supervision and incidental engineering and other items necessary to perform the Indefinite Delivery Indefinite Quantity (IDIQ) Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) and Davis Bacon Wage Rates apply and will be incorporated in the execution of this Line Item requirement. See CLIN 9002 Exhibit C, for Option Year 2, IDIQ line item pricing data. FOB: Destination	1	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Option Yr. Three (3) - Firm Fixed Price FFP Option Year Three (3) Firm Fixed Price (FFP): The work includes providing all supervision, management, labor, materials, equipment, transportation supervision and incidental engineering necessary to perform the firm-fixed price Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) and Davis Bacon Wage Rates apply and will be incorporated in the execution of this Line Item requirement. See CLIN 9003, Exhibit D, for Option Year Three FFP line item pricing data. FOB: Destination	1	Each		

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NET AMT

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Option Yr. Three (3) - ID/IQ FFP Option Year Three (3) Indefinite Delivery Indefinite Quantity (IDIQ): Contractor shall furnish all supervision, management, labor, materials, equipment, transportation, supervision and incidental engineering and other items necessary to perform the Indefinite Delivery Indefinite Quantity (IDIQ) Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) and Davis Bacon Wage Rates apply and will be incorporated in the execution of this Line Item requirement. See CLIN 9003, Exhibit D, for Option Year Three, IDIQ line item pricing data. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Option Yr. Four (4) - Firm Fixed Price FFP Option Year Four (4) Firm Fixed Price (FFP): The work includes providing all supervision, management, labor, materials, equipment, transportation supervision and incidental engineering necessary to perform the firm-fixed price Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) and Davis Bacon Wage Rates apply and will be incorporated in the execution of this Line Item requirement. See CLIN 9004, Exhibit E, for Option Year Four FFP line item pricing data. FOB: Destination	1	Each		

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NET AMT

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Option Yr. Four (4) - ID/IQ FFP Option Year Four (4) Indefinite Delivery Indefinite Quantity (IDIQ): Contractor shall furnish all supervision, management, labor, materials, equipment, transportation, supervision and incidental engineering necessary to perform the Indefinite Delivery Indefinite Quantity (IDIQ) Facility Investment and Preventive Maintenance services for Memphis, TN; Huntsville and Montgomery, AL; Jacksonville and Tampa, FL; Windy Hill, GA and Eastover, SC. Locality specific Service Contract Act (SCA) and Davis Bacon Wage Rates apply and will be incorporated in the execution of this Line Item requirement. See CLIN 9004, Exhibit E, for Option Year Four IDIQ line item pricing data. FOB: Destination	1	Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9000	9000 - BASE YEAR ELIN PRICING FFP Exhibit A for line item detail, CLINS 0001 and 0002, Reference Attachment ELIN, J-0200000-11, Excel spreadsheet. FOB: Destination	1	Each		

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Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001	9001 OPTION YEAR ONE (1) ELIN PRICING FFP Exhibit B for line item detail, CLINS 0003 and 0004, Reference Attachment ELIN, J-0200000-11, Excel spreadsheet FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9002	9002 - OPTION YEAR TWO (2) ELIN PRICING FFP Exhibit C for line item detail, CLINS 0005 and 0006, Reference Attachment ELIN, J-0200000-11, Excel spreadsheet. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9003	9003-OPTION YEAR THREE (3) ELIN PRICING FFP Exhibit D for line item detail, ELINS 0007 and 0008, Reference Attachment ELIN, J-0200000-11, Excel spreadsheet. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9004	9004-OPTION YEAR FOUR 94) ELIN PRICING FFP Exhibit E for line item detail, CLINS 0009 and 0010, Reference Attachment ELIN, J-0200000-11, Excel spreadsheet. FOB: Destination	1	Each		

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**CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE**

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$2,500.00	1.00	\$150,000.00

**DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE**

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$2,500.00	1.00	\$150,000.00

**CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE**

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$2,500.00	1.00	\$150,000.00
0002	1.00	\$2,500.00	1.00	\$150,000.00
0003	1.00	\$2,500.00	1.00	\$150,000.00
0004	1.00	\$2,500.00	1.00	\$150,000.00
0005	1.00	\$2,500.00	1.00	\$150,000.00
0006	1.00	\$2,500.00	1.00	\$150,000.00
0007	1.00	\$2,500.00	1.00	\$150,000.00
0008	1.00	\$2,500.00	1.00	\$150,000.00
0009	1.00	\$2,500.00	1.00	\$150,000.00
0010	1.00	\$2,500.00	1.00	\$150,000.00
9000	1.00	\$2,500.00	1.00	\$150,000.00
9001	1.00	\$2,500.00	1.00	\$150,000.00
9002	1.00	\$2,500.00	1.00	\$150,000.00
9003	1.00	\$2,500.00	1.00	\$150,000.00
9004	1.00	\$2,500.00	1.00	\$150,000.00

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$2,500.00	1.00	\$150,000.00
0002	1.00	\$2,500.00	1.00	\$150,000.00
0003	1.00	\$2,500.00	1.00	\$150,000.00
0004	1.00	\$2,500.00	1.00	\$150,000.00
0005	1.00	\$2,500.00	1.00	\$150,000.00
0006	1.00	\$2,500.00	1.00	\$150,000.00
0007	1.00	\$2,500.00	1.00	\$150,000.00
0008	1.00	\$2,500.00	1.00	\$150,000.00
0009	1.00	\$2,500.00	1.00	\$150,000.00

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

0010	1.00	\$2,500.00	1.00	\$150,000.00
9000	1.00	\$2,500.00	1.00	\$150,000.00
9001	1.00	\$2,500.00	1.00	\$150,000.00
9002	1.00	\$2,500.00	1.00	\$150,000.00
9003	1.00	\$2,500.00	1.00	\$150,000.00
9004	1.00	\$2,500.00	1.00	\$150,000.00

**CLAUSES INCORPORATED BY REFERENCE**

252.204-0001 Line Item Specific: Single Funding SEP 2009

**GENERAL INFORMATION**

B.1 Contract Title: Facility Investment Preventative Maintenance Services at Marine Corps Centers in the Southeast Region, including: Memphis, Tennessee; Huntsville and Montgomery Alabama; Jacksonville and Tampa, Florida; Windy Hill, Georgia and Eastover, South Carolina.

B.2 Type of Contract: This is a combination Firm Fixed Price/Indefinite Delivery-Indefinite Quantity type contract as noted in Section L, Instructions, Conditions, and Notices to Offeror.

B.3 Set-Aside: Total Small Business Set-Aside competitive procurement. Refer to Section I, FAR Clause 52.219-6, Notice of Total Small Business Set-Aside.

B.4 NAICS Code: The NAICS Code assigned to this procurement is 561210 with a small business size standard of \$38.5M. Refer to On-Line Representations and Certifications Application (ORCA) via System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM>.

B.5 Wage Determination (Service)/Wage Determinations (Construction): Service Contract Act (SCA) and Davis-Bacon Act (DBA) wage rates for minor construction items are included in this solicitation.

Regarding Davis-Bacon Wage Rates in Construction and Facility Support Contract including Construction:

The contractor may include in the offered price for the option years any increase needed for wages or benefits for the minor construction that will be covered under this contract. The contractor warrants that the prices in the option years of this contract do not include any allowances for any contingency to cover increased cost for which adjustment is provided under FAR Clause 52.217-42, Fair Labor. Offerors are required to segregate Davis-Bacon hours and wages in the payroll records.

B.6 Bid Guarantee/Bonding Requirements: NOT REQUIRED for this procurement.

B.7 Contract Term: This contract contains provisions for a Base Period with four (4) potential Option Years, not to exceed a total of five (5) years or 60 months. The Government has the option to extend the term of the

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

contract in accordance with Section I, Contract Clauses, 5252.217-9301, Option to Extend the Term of the Contract – Services (June 1994).

B.8. Evaluation of Proposal: Proposers shall submit a lump sum price for Section B, CLINs 0001 through 0010 and unit prices for Exhibit A through Exhibit E, reference in Section J. See Attached Excel spreadsheet). For purposes of evaluating offers for award, the Government will utilize the pricing submitted for the base year and all option years. Refer to Section M, FAR 217-5, Evaluation of Options (JUL 1990).

In order to permit efficient competition, the Navy will utilize the following methodology: Proposals will initially be screened for price and placed in order of price (lowest price to highest price). The Navy will then evaluate the technical factors of the five (5) lowest priced proposals. The Navy will make award to the lowest priced technically acceptable proposal from among the five (5) lowest price proposals. However, if no proposals are found to be technically acceptable within the first group of proposals, the Navy, at its sole discretion, reserves the right to increase the number of proposals it will review, until the Government identifies a technically acceptable proposal. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range.

NOTE: Offerors MUST receive an ACCEPTABLE under factors 1,2,3 and 4 in order to be considered technically acceptable overall. Weaknesses and deficiencies in an Offeror's proposal may be corrected during discussions. However, it is not the Government's intent to conduct discussions.

B.9. This procurement allows for the use of DoD EMALL for issuing orders. Refer to Section H, Special Contract Requirement.

B.10. Contractor's Payment Schedule. Contractors are required to submit a Contractor's Payment Schedule with the proposal. Refer to Section F, Reporting Submittals and NFAS 5252.237-9300.

B.11. Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted at least 10 days before proposals are due by email to [judy.honold@navy.mil](mailto:judy.honold@navy.mil) with a copy to [denocchio.bacon@navy.mil](mailto:denocchio.bacon@navy.mil). This is the most efficient way to ensure all questions are addressed in a timely manner.

B.12. Solicitation Documents: Solicitations are posted to the FBO website (<https://www.fbo.gov>) as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing. It is the sole responsibility of the offeror to obtain the Solicitation files, along with any amendments, from this website. Unprotected editable file copies of the Solicitation documents including Word, Excel and/or .pdf files (Adobe Acrobat Files will not be provided). Please plan accordingly.

B.13. Performance Work Statement: This solicitation incorporates by reference a Performance Work Statement (PWS), with Annexes, developed by using NAVFAC performance-based specifications. The contractor will be required to meet the specifications set forth in Section C.

B.14. Proposal Delivery: Proposals that are sent via the United States Postal Service or a commercial carrier, such as Federal Express, shall be addressed to:

NAVFAC MID-ATLANTIC  
Attn: Ms. Judith A. Honold, Contracting Officer  
520 Dewey Avenue, Bldg. 5  
Great Lakes, Illinois 60088-3147

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION

SECTION C – SPECIFICATIONS AND PROVIDED AS A SEPARATE ATTACHMENT TO THIS SOLICITATION – N40085-15-R-6613.

ANNEXES 1,2, AND 15

Attachment provided in a Separate File

See File Section C – Solicitation #N40083-15-R-6613

C.1. This is a performance-based contract which incorporates performance-based specifications by references as if they are forth herein.

The following attachments are part of this solicitation:

Annex 1, General Information

Annex 2, Management and Administration

Annex 15 Facility Support (Sub Annex 1502000 – Facility Investment

C.2 Reporting Requirements. A detailed report allocating value of work/quantities performed by Contract Line Items (CLINs)/Sub-Line Items (SLINs) identified in the schedule and any accompanying Exhibits with Exhibit Line Items (ELINs) to be submitted monthly, including all Firm Fixed Price (FFP) and Indefinite Quantity (IQ) Work items completed. The Contracting Officer shall be notified when 75% of any IQ Line Item (SLIN/SLIN/ELIN) is reached.

C.3. Government Purchase Card Program. The contractor shall accept orders placed by authorized GPC users. The Government Purchase Card is a purchasing instrument issued through a commercial bank to a Government Agency to facilitate micro purchases. A micro purchase is any order for supplies or services of \$2,500 or less, or order for minor construction services of \$2,000 or less. The Contractor processes micro purchases under the GPC program exactly as they would process a charge by an individual using a personal credit card.

Limitation of GPC Pricing for IQ work: The Contractor shall be required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card Program. The Contractor shall be required to offer the pre-priced IQ line item services, at the same prices in accordance with the schedule of pricing information, Section B and Exhibits (if any). Contractor is responsible for tracking quantities and reporting total used for each month and year to date to the Contracting Officer by the fifth day of each month. See Section H for additional details.

C.4. ADDITIONAL REPORTING REQUIREMENTS (Enterprise-wide Contract Manpower Reporting Application (ECMRA)).

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be report any time during the FY, all data shall be report no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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	Government	N/A	Government
0002	N/A	Government	N/A	Government
0003	N/A	Government	N/A	Government
0004	N/A	Government	N/A	Government
0005	N/A	Government	N/A	Government
0006	N/A	Government	N/A	Government
0007	N/A	Government	N/A	Government
0008	N/A	Government	N/A	Government
0009	N/A	Government	N/A	Government
0010	N/A	Government	N/A	Government
9000	N/A	Government	N/A	Government
9001	N/A	Government	N/A	Government
9002	N/A	Government	N/A	Government
9003	N/A	Government	N/A	Government
9004	N/A	Government	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
5252.223-9300	INSPECTION BY REGULATORY AGENCIES (JUN 1994)	JUN 1994

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2015 TO 31-AUG-2016	N/A	N/A FOB: Destination	
0002	POP 01-SEP-2015 TO 31-AUG-2016	N/A	N/A FOB: Destination	
0003	POP 01-SEP-2016 TO 31-AUG-2017	N/A	N/A FOB: Destination	
0004	POP 01-SEP-2016 TO 31-AUG-2017	N/A	N/A FOB: Destination	
0005	POP 01-SEP-2017 TO 31-AUG-2018	N/A	N/A FOB: Destination	
0006	POP 01-SEP-2017 TO 31-AUG-2018	N/A	N/A FOB: Destination	
0007	POP 01-SEP-2018 TO 31-AUG-2019	N/A	N/A FOB: Destination	
0008	POP 01-SEP-2018 TO 31-AUG-2019	N/A	N/A FOB: Destination	
0009	POP 01-SEP-2019 TO 31-AUG-2020	N/A	N/A FOB: Destination	
0010	POP 01-SEP-2019 TO 31-AUG-2020	N/A	N/A FOB: Destination	
9000	POP 01-SEP-2015 TO 31-AUG-2016	N/A	N/A FOB: Destination	
9001	POP 01-SEP-2016 TO 31-AUG-2017	N/A	N/A FOB: Destination	
9002	POP 01-SEP-2017 TO 31-AUG-2018	N/A	N/A FOB: Destination	
9003	POP 01-SEP-2018 TO 31-AUG-2019	N/A	N/A FOB: Destination	
9004	POP 01-SEP-2019 TO 31-AUG-2020	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.211-16

Variation In Quantity

APR 1984

SPECIFICATION - SECTION F  
 REPORTABLE DELIVERIES

SECTION F – Contract N40085-15-R-6617  
 Facility Investment/Preventive Maintenance  
 Southeast Region Marine Reserve Facilities at  
 Memphis, TN; Huntsville and Montgomery, AL;  
 Jacksonville and Tampa, FL;  
 Windy Hill, GA and Eastover, SC

<b>DELIVERABLES</b>						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
<b>0200000 – Management &amp; Administration</b>						
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the Government	KO/COR/ FSCM	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.6.6.1	N/A	The Contractor 's Computerized Maintenance Management Systems (QR code's) Provide documentation all systems have been labeled	Within 60 calendar days after contract award	KO/COR/ FSCM	1	As specified
0200000/ 2.6.7.1	N/A	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO/COR/ FSCM	1	As specified

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.6.7.2	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO/COR/ FSCM	1	As specified
0200000/ 2.6.7.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO/COR/ FSCM	1	Monthly
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO/COR/ FSCM	1	As specified
0200000/ 2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October	KO	1	Annually for labor executed during the period of performance during each Government fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO/COR/ FSCM	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO/COR/ FSCM	1	As specified
0200000/ 2.9.2	J-0200000-05	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO/COR/ FSCM	1	As specified
0200000/ 2.9.4	J-0200000-06	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.4	J-0200000-07	Weight Handling Equipment Accident Report	Within 30 calendar day of accident.	KO	1	As required
0200000/ 2.9.6	N/A	Monthly On-Site Labor Report	First work day of each month.	KO	1	Monthly
0200000/ 2.10.2.5	J-0200000-10	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO	1	Annually

1502000 – Facilities Investment						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1502000/ 3.0	N/A	Complete inventory with any omitted items by room, building and location. Excel format	30 calendar days after contract award	KO/COR FSCM,	1	Annually
1502000/ 3.1	J-1502000-11	Service Order Summary Report	First work day of each month	COR/FS CM	1	Monthly
1502000/ 3.2	N/A	Preventive Maintenance Program Plan	30 calendar days after contract award	KO/COR /FSCM	1	Annually
1502000/ 3.2	N/A	Monthly PM Work Schedule	Five work days prior to the beginning of each month	COR/FS CM	1	Monthly
1502000/ 3.3	N/A	Integrated Maintenance Program Plan	30 calendar days after contract award	KO/COR /FSCM	1	Annually
1502000/ 3.3	N/A	Monthly IMP Schedule and IMP Maintenance and Repair Status	Five work days prior to the beginning of each month	COR/FS CM	1	Monthly
1502000/ 3.4	N/A	Inspection, Testing, and Certification Program Summary Report	First work day of each month	COR/FS CM	1	Monthly
1502000/ 3.4.2	N/A	Certification of Load Test and Condition Inspection Form	First work day of each month	COR/FS CM	1	Monthly

Section G - Contract Administration Data

DOD EMALL

16.504-103 DOD EMALL Contracts.

(a) All contracts will include the FAR clause 52.232-36, "Payment by Third Party".

(b) All contracts will include in Section H the following provision:  
"Contractor Support of Electronic Contracting DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DOD EMALL. The DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to search for an order goods and services. Authorized GPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

The contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DOD EMALL. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/certificate.html>.

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

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

(c) Paragraphs (a) and (b) above apply to both new solicitations and to existing contracts awarded without the DOD EMALL clause and provision.

(d) DOD EMALL orders will not exceed the SAT for services and construction.

(e) Unless an exception in paragraph (f) below applies, no IDIQ order will be accepted for processing through a NAVFAC contract's office that can be ordered directly by the client through DOD EMALL unless

approved by a waiver. It is the intent that IDIQ or combination FP/IDIQ contracts will be placed on DOD EMALL. If a contract has been posted on DOD EMALL and a client request a task order be issued not using DOD EMALL, a waiver by the Echelon III CCO is required for each order. In no case shall the waiver process be utilized to provide a customer the flexibility to circumvent use of DOD EMALL. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III CCO.

(f) An exception to paragraph (e) above may be made at the discretion of the contracting officer, in coordination with the appropriate technical authority, when service requirements warrant additional contractual and technical oversight due to complexity of the work involved (e.g., crane/technical/safety oversight or similar considerations). Written justification by the contracting officer and appropriate technical authority shall be required prior to issuing an IDIQ order. The written justification shall be included in the contract file and a copy provided to the Echelon III/IV CCO to ensure this exception is applied prudently.

END

#### CLAUSES INCORPORATED BY REFERENCE

252.204-7012 Safeguarding of Unclassified Controlled Technical Information NOV 2013

#### CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

15% Percent increase

15% Percent decrease

This increase or decrease shall apply to FFP and IDIQ requirements.

(End of clause)

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	Procurement Integrity--Service Contracting	SEP 1990
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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.208-8	Required Sources for Helium and Helium Usage Data	APR 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-8	Option To Extend Services	NOV 1999

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.220-1	Preference for Labor Surplus Area Concerns	APR 1984
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
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
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
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
252.203-7003	Agency Office of the Inspector General	DEC 2012
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
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
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
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7023	Continuation of Essential Contractor Services	OCT 2010

Revised 16 Aug 2012

Facility Investment/Preventative Maintenance, Southeast Region N40085-15-R-6613  
 Marine Corps Reserve Training Centers (MCRTC) Source Selection Plan

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014
5252.216-9314	Economic Price Adjustment for Changes in Landfill/Disposal Fee	JUN 1994
5252.246.9303 Alt 1	CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (ALTERNATE I) (APR 1999)	APR 1999
DoD-1	Contractor's Statement of Release	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

Department of Labor

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

#### 52.207-1 Notice of Standard Competition (MAY 2006)

(a) This solicitation is part of a standard competition under Office of Management and Budget Circular No. A-76 (Revised), Performance of Commercial Activities, dated May 29, 2003 (hereafter "the Circular"), to determine whether to accomplish the specified work under contract or by Government performance.

(b) The Government will evaluate private sector offers, the agency tender, and public reimbursable tenders, as provided in this solicitation and the Circular.

(c) A performance decision resulting from this standard competition will be publicly announced in accordance with the Circular. If the performance decision favors a private sector offeror, a contract will be awarded. If the performance decision favors an agency or a public reimbursable tender, the Contracting Officer shall establish, respectively, either a Most Efficient Organization letter of obligation or a fee-for-service agreement, as those terms are defined in the Circular.

(d) As provided in the Circular, directly interested parties may file contests, which are governed by the procedures in Federal Acquisition Regulation 33.103. Until resolution of any contest, or the expiration of the time for filing a contest, only legal agents for directly interested parties shall have access to the certified standard competition form, the agency tender, and public reimbursable tenders.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) Mr. Denocchio Bacon, NAVFAC MIDLANT FSCM  
(Phone) (847) 688-3368, ext. 108  
(Address) See Block 7

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_  
Manufacturer's Name \_\_\_\_\_  
Source's Name \_\_\_\_\_  
Item Name \_\_\_\_\_  
Service Identification \_\_\_\_\_  
Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not in itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in

fact met at the time of award, the Contracting Officer may either terminate the contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interests, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or 5 years.

(End of clause)

##### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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 (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

(2) The small business size standard is \$38.5M.

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

(c) Representations. (1) The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

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

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

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

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 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 561210- assigned to contract number N40085-15-R-6613.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

Refer to Service Contract Wage Rate applicable to this county(ies) or U.S.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Revised 16 Aug 2012

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Judy Honold, Contracting Office with a copy to Denocchio Bacon at denocchio.bacon@navy.mil.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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

Commanding Officer Representative (COR)  
NAVFAC Mid-Atlantic  
MARFORRES Facility Support Team  
520 Decatur Avenue, Bldg. 5  
Great Lakes, IL 60088-3148

(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)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this Revised 16 Aug 2012

subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

Revised 16 Aug 2012

37

(e) Government property provided under this clause:

Various Marine Corps Reserve Training Centers (MCRTC) in TN, FL, AL, GA and SC.  
(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

[http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

##### 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this

clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations"

(<http://csrc.nist.gov/publications/PubsSPs.html>.)

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2	AU-2		MP-4	SC-2
AC-3(4)			MP-6	

AC-4	AU-3	IA-2		SC-4
AC-6	AU-6(1)	IA-4	<u>Physical and Environmental Protection</u>	SC-7
AC-7	AU-7	IA-5(1)		SC-8(1)
AC-11(1)	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-17(2)	AU-9		PE-3	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-2	<u>Program Management</u>	SC-28
AC-19		IR-4		PM-10
AC-20(1)		IR-5	<u>Risk Assessment</u>	SI-2
AC-20(2)		IR-6		RA-5
AC-22	CM-2	<u>Maintenance</u>		SI-4
	CM-6		MA-4(6)	
	CM-7	MA-5		
	CM-8	MA-6		
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>			
AT-2	CP-9			

Legend:

AC: Access Control

AT: Awareness and Training MP:

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified

Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on

the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of task order award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 9/1/2015 through 8/30/2016.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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 System for Award Management 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: N40085-15-D-6613, Task Orders 0001 and 0002.

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction Facilities (NAVCON)

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

N47623

(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	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N47623
Ship To Code	---
Revised 16 Aug 2012	48

Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	N47623
DCAA Auditor DoDAAC	_____
Other DoDAAC(s) – Accept by	N47623

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(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.

[Judy.honold@navy.mil](mailto:Judy.honold@navy.mil)  
[Charles.arms@navy.mil](mailto:Charles.arms@navy.mil)

(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.

[Judy.honold@navy.mil](mailto:Judy.honold@navy.mil)  
[Charles.arms@navy.mil](mailto:Charles.arms@navy.mil)

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION-- BASIC (MAY 2014)

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

Acceptable purchasing system means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable purchasing system. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) System criteria. The Contractor's purchasing system shall--

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS);

(2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;

(11) Document negotiations in accordance with FAR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

(15) Document and justify reasons for subcontract changes that affect cost or price;

(16) Notify the Government of the award of all subcontracts that contain the FAR and DFARS flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

(17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of 41 U.S.C. chapter 87, Kickbacks;

- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the FAR and DFARS, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, and the item marking requirements of 252.211-7003, Item Unique Identification and Valuation, if applicable;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and
- (24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if--
- (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
  - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
  - (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the

Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address \_\_\_\_\_

Government Remittance Address <https://wawf.eb.mil>:

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

CLAUSES INCORPORATED BY FULL TEXT

**5252.216-9306, PROCEDURES FOR ISSUING ORDERS (NOV 2009)**

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) Delivery or performance shall be made only as authorized by task orders issued in accordance with the ORDERING clause. . The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is (fill-in)% of the total estimated quantity.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

**5252.216-9313 MAXIMUM QUANTITIES (ALT I) (NOV 1998)**

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT, ALT I" clause, the minimum guarantee of work is Base Year Firm-Fixed Price requirement and exercised option years.. The maximum dollar value of the contract is the total dollar value of the Fixed Price and Indefinite Quantity Items. The maximum shall not be exceeded except as may be provided by formal modification to the contract.

CLAUSES INCORPORATED BY FULL TEXT

**5252.216-9316 Undefined Task/Delivery Orders.** As prescribed in 16.506-100(k), insert a clause substantially the same as the following:

**UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)**

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to

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

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

(End of clause)

#### 5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months. (Insert number of months) (End of Clause)

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

Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Items 0001 - 0010. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the Contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

  X   1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

  X   2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

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

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 15 calendar 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.

**5252.245-9300 Government-Furnished Property, Materials and Services.** As prescribed in 45.106-100(a), insert the following clause:

**GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009)**

In accordance with FAR clause 52.245-1, Government Property (JUN 2007), Section I, the Government will provide the Contractor the use of Government-owned facilities, equipment, and utilities for use only in connection  
Revised 16 Aug 2012

with this contract. All such facilities, equipment, and materials will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

(a) Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J-02000000-08. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

(b) Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Attachment J-02000000-08.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

(c) Government-Furnished Material. The Government will furnish the material described in Attachment J-C to the Contractor on a one-time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

(d) Availability of Utilities. The Government will furnish water and electricity at existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed under the contract. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

(1) Utilities specified above will be furnished at no cost to the Contractor

OR-

(1) The Contractor shall pay for utilities consumed and shall, at its expense, install meters as required by the Contracting Officer to measure consumption of utilities provided by the Government. Rates for reimbursement to the Government of metered utilities will be list the rates of reimbursement per type of service provided.

(2) A restricted telephone line (USOC Class RS4) for on base calls will be provided by the Government at no cost to the Contractor. The Contractor shall install commercial telephone service, and all service and toll charges shall be paid for by the Contractor.

(e) Availability of Services. The Government will/will not provide custodial services and/or refuse collection from existing collection points. Attachment J-0200000 Management and Administration. If the Government does not provide refuse collection, the contractor will be required to dispose of all garbage and other waste materials generated by his work at a licensed off site landfill. (End of clause)

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

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 2 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15% percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 percent of the computed cost.

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

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

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

5253 When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_N/A\_\_\_ percent of the computed cost.

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

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

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

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

**5252.246-9304 Estimating the Price of Nonperformed or Unsatisfactory Work.** As prescribed in 46.407-100(b), insert the following clause:

**ESTIMATING THE PRICE OF NONPERFORMED OR  
UNSATISFACTORY WORK (OCT 2004)**

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.207-1	Notice Of Standard Competition	MAY 2006
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.252-3	Alterations in Solicitation	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

The Government contemplates award of a FFP/IDIQ contract resulting from this solicitation.

(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://WWW.ARNET.GOV/FAR](http://www.arnet.gov/far)

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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 System for Award Management 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.

Revised 16 Aug 2012

63

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

(1) Document type. The Contractor shall use the following document type(s).

**Navy Construction/Facilities Management (NAVCON)**

(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.

**N47623**

(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	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N47623
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	N47623
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	N47623

(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.

anthony.m.martinez2@navy.mil

(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.

charles.arms@navy.mil

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

(End of clause)

#### **5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)**

(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) Original + 2 copies of completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) Original + 4 copies of the technical (non-price) proposal.

(3) Original + 2 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 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" 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 clause)

#### **5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)**

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed months. (Insert number of months) (End of Clause)

5252.237-9302 SITE VISIT (JUL 1995)

**a. A PRE-PROPOSAL CONFERENCE & SITE VISIT WILL BE HELD ON:**

**DATE: July 22, 2015, 09:00 A.M. (CST)**

**LOCATION: Marine Forces Reserve Center  
1880 Roswell Street, SC  
Windy Hill, GA 30080**

Teleconference Call-in: **(866) 738-1445**  
Participant Code: **3022104#**

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

SECTION L

**SECTION L  
INSTRUCTIONS TO OFFERORS  
MARINE FORCES RESERVE CENTER (MARFORRES)**

**1. POINT OF CONTACT**

Ms. Judy A. Honold, Contracting Officer (Primary)  
Phone: (847) 688-3368, x107  
Fax: (847) 688-3398  
E-mail: judy.honold@navy.mil

Mr. Eugene Leonard, Contracting Officer (Alternate)  
Phone: (847) 688-2600 x104  
E-mail: Eugene.leonard@navy.mil

**2. STATEMENT OF WORK (SOW)/PERFORMANCE WORK STATEMENT (PWS)**

a. Contractor shall furnish all supervision, management, labor, tools, materials, equipment, transportation, supervision and incidental engineering necessary to perform the firm-fixed price (recurring) and indefinite delivery/indefinite quantity (ID/IQ) non-recurring facility investment and Preventive Maintenance Services in the Marine Corps Reserve Centers in Memphis, Tennessee; Huntsville and Montgomery, Alabama; Jacksonville and Tampa, Florida; Windy Hill, Georgia and Eastover, South Carolina. All work shall be accomplished in accordance with the attached plans, specifications (Sections C, F and J) and this Request for Proposal (RFP).

b. Price Range Magnitude (FAR 36.204): \$1M to \$5M (includes FFP/IDIQ for the Base and all Option Years)

c. Proposals that exceed the Price Range Magnitude may be eliminated from the Competitive Price Range.

**3. PERIOD OF PERFORMANCE.**

Prospective contract will consist of a 12-month Base Year and four (4) additional 12-month Option Years for a total of 60 months.

**4. SERVICE CONTRACT ACT AND DAVIS-BACON WAGE DETERMINATION(S)**

In accordance with FAR 22.1000 (Clause 52.222-41 Service Contract Act) and Davis-Bacon Wage Rates (construction) are included in this solicitation and applies to this award (Section J Attachments). If these wage determinations are updated by the Department of Labor (DoL) prior to award of this contract, the most current wage determinations will be considered to be incorporated into the award. Service Contract Act (SCA) and Davis-Bacon Act (DBA wages are included in this solicitation (Refer to Section J Attachments).

**5. INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL**

The Request for Proposal (RFP), including specifications and miscellaneous forms, can be accessed at the following direct link: <https://www.fbo.gov>. Printed copies of the RFP will not be issued. Contractors must register at the Federal Business Opportunities (FBO) website <https://www.fbo.gov> to obtain access to the RFP.

**6. BASIS OF AWARD:**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.

2. As specified in the FAR 52.215-1 "Instructions to offers'-- Competitive Acquisition" provision, 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. Offerors will be evaluated on Non-Price factors, Past Performance and Price. Award will be made to the responsible offeror submitting the technically acceptable proposal with the lowest evaluated price. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4. *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 factor rating of "UNACCEPTABLE" makes a proposal ineligible for award.*

**7. A Pre Proposal/Site Visit:** A coordinated Pre-Proposal and Site Visit that will be conducted on July 22, 2015 at 9:00 a.m. (CST). Refer to **NAVFAC Clause 5252.237-9302** Site Visit for details.

**8. BASE ACCESS FOR PRE-PROPOSAL/SITE VISIT:** For Offerors physically planning to attend the Site Visit - Offerors will be required to provide an email notification including a list of attendees and company name a minimum of five days prior to scheduled conference date. Submit attendee info via email to: [judy.honold@navy.mil](mailto:judy.honold@navy.mil) and [denocchio.bacon@navy.mil](mailto:denocchio.bacon@navy.mil).

**9. SOLICITATION PRE-PROPOSAL INQUIRIES (PPIs):** Questions regarding the specifications and solicitation documentation should be submitted using PPIs via email to [judy.honold@navy.mil](mailto:judy.honold@navy.mil) with a copy to [denocchio.bacon@navy.mil](mailto:denocchio.bacon@navy.mil).

Due date for PPI's is **no later than July 31, 2015 at 4:00 p.m. (CST)**. Responses to PPI inquiries will be published by an Amendment to Solicitation in FBO. It is the Offeror's responsibility to check FBO website periodically for any amendments to the solicitation.

**10. PROPOSAL DUE DATE & SUBMISSION INSTRUCTIONS:**

**It is imperative that prospective Offerors read and be familiar with this solicitation, clauses and specifications, in its entirety.**

Offerors must comply with solicitation requirements by completing, signing and returning enclosed Solicitation, Offer and Award (SF 33), Sections A & B. Ensure to complete and return all Certifications and Representations (Section K of this solicitation) are included in the Price Proposal and tabbed appropriately.

**Technical Proposal** (Original plus four (4) copies) and **Price Proposal** (Original plus two (2) copies) are due no later than **August 9, 2015 03:00 P.M. (CST)**. Electronic submissions of proposal will NOT be accepted.

Original and hard copy of proposals shall be sent to:

Naval Facilities Engineering Command MIDLANT  
MARFORRES Facility Support Team  
ATTN: Ms. Judy A. Honold, Contracting Officer  
520 Dewey Avenue, Building 5  
Great Lakes, IL 60088-3147

Detailed proposal submission instructions are provided in **Section M** of this solicitation.

**Hand-Carried Proposals:** Offerors planning to hand carry/deliver their proposals should contact the Contracting Officer, Ms. Judy A. Honold, (847) 688-3368, ext. 107, for additional Base Access Instructions.

**Binder 1 - Technical (Non-Price) Submittal Format:**

Submit one (1) original and four (4) copies of the Technical (Non-Price) proposal, clearly marked as the Non-Price proposal, and tabbed appropriately. The Technical (Non-Price) proposal shall be submitted in 8 1/2 x 11 format; font size 12, inclusive of all charts, forms and other documentation responsive to the solicitation requirements, but excluding cover page, Joint Venture/partnership agreements, past performance questionnaires, performance recognition awards, customer letters or commendations, or other forms of performance recognition. Corporate Experience project descriptions will not exceed two (2) pages each. The total pages for Corporate Experience is inclusive of the 15 total pages. Price proposals are not part of the page limitation. Pages exceeding the 15 page maximum page limitation shall not be considered during evaluation of the proposal.

No pricing shall be included in the Technical (Non-Price) proposal. The Technical (Non-Price) proposal shall include a cover page that provides the following information:

Name and Address of the Prime Contractor:  
Tax Identification No.:  
DUNS Number:  
Cage Code:

Name of Authorized Officer to Negotiate and Sign Contract:  
E-mail:  
FAX Number:  
Phone Number:

Copies of joint venture/partnership agreements.

**Technical (Non-Price) Factor 1: Corporate Experience**  
**Technical (Non-Price) Factor 2: Past Performance**  
**Technical (Non-Price) Factor 3: Safety**  
**Technical (Non-Price) Factor 4: Technical and Management Approach**

**Binder 2 - Price Factor Submittal Format:**

Submit one (1) original and two (2) copies of the Price proposal with cover page in binder, tabbed approximately and clearly marked as the Price Proposal. In addition to providing hard copies of the Price Proposal, offerors shall provide one (1) electronic copy of the Price proposal on a non-rewritable CD in Microsoft Excel format. Electronic documents should be compatible with Microsoft Office 2007. There is no page limitation for the Price Proposal.

**Price Proposal shall be organized in the following format:**

**Tab 1. Table of Contents Listing of Offeror's corporate name and point of contact information**

**Tab 2. SF 33 Solicitation, Offer and Award, Section A (be sure to complete Blocks 14-18 as required.)**

**Tab 3. Completed SF 33, Section B - Price Schedule 0001 through 0010 CLIN Line Items.**

**Tab 4. Ensure all Amendments are Acknowledged**

Tab 5. Completed Section J-0200000-11), Excel spreadsheet Exhibit Line Item Sheets - 9000 through 9004.

Tab 5. Completed SF33, Section K, applicable Representatives and Certifications

Tab 6. Joint Venture/Partnership Agreements and Approvals (if applicable)

Note: If a Joint Venture, the following information is required for each member of the Joint Venture:

Corporate name (no abbreviations)

Address:

Point of Contact:

Phone Number:

DUNS Number:

Cage Code:

Tab 7. Financial Information: Banking Institution Verification Form - See Attached)

NOTE: See Section M for Complete "Evaluation Factors" Basis and Submittal Requirements Information.

#### SCHEDULE OF DEDUCTIONS

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

Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

Section M - Evaluation Factors for Award

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**5252.214-9300 BASIS FOR AWARD (MAR 2002)**

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price of Contract Line Item(s) CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING (JUL 1990)" does not apply to this award. (End of provision)

SECTION M

**SECTION M – Evaluation Factors for Award**

**EVALUATION FACTORS FOR AWARD**

When evaluating offeror's capability, Government will consider how well their proposal complied with submission instructions. If offeror (1) fails to assent to any of the terms and conditions of this Solicitation; (2) proposes additional terms or conditions; and/or (3) proposes assumptions that take material exception to the requirements of the solicitation, the Government may consider their offer to be unacceptable.

Each volume of the proposal shall be submitted in accordance with this Provision. Proposals are to be neat, legible and orderly. Content is more important than quantity. Pages shall be numbered. A concise and comprehensive proposal is desired. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork and expensive visual or other presentation aids are not necessary.

The Non-Price and Price Proposal Volumes shall be submitted in separate binders, tabbed appropriately, and must include a cover page with the name of the prime contractor, addresses, phone and fax numbers, email addresses, solicitation number, and point of contact. Should there be a discrepancy between paper and electronic information provided the paper copies shall govern. Offerors are requested to number the pages consecutively for each factor.

Offerors must submit required information for Non-Price and Price proposals as follows. Failure to submit any of the information requested by this solicitation may be cause for unfavorable consideration.

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

- Factor 1 – Corporate Experience
- Factor 2 – Past Performance
- Factor 3 - Safety
- Factor 4 – Technical and Management Approach

Relative Importance: All non-price factors and past performance factor are equal and when combined, are approximately equal to cost and price factor.

In order to permit efficient competition, the Navy will utilize the following methodology: Proposal will initially be screened for price and placed in order of price (lowest price to highest price). The Navy will then evaluate the technical factors of the five (5) lowest priced proposals. However, if no proposals are found to be technically acceptable within the first group of proposals it will review then next 5 lowest proposals, until the Government identifies technically acceptable proposals. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range.

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under Factors 1,2,3 and 4 in order to be considered technically acceptable overall.

Technical proposal will be evaluated to ensure the offeror understands the requirements of the solicitation in accordance with the following descriptions of each evaluation factor.

## **BINDER 1 - BASIS OF EVALUATION AND SUBMITTAL REQUIREMENTS FOR NON-PRICE and PAST PERFORMANCE FACTORS:**

### **Factor 1 - Corporate Experience Basis of Evaluation:**

*Using enclosed “Corporate Experience” form, the Government will evaluate whether the proposal demonstrates relevant corporate experience on projects of similar size, scope and complexity to the work anticipated under this contract. To receive an Acceptable rating for this factor, Offerors must clearly demonstrate relevant experience in the areas of:*

(a) Preventative Maintenance Program Experience: Demonstrate experience in efficiently scheduling, performing, and reporting maintenance of typical Marine Reserve Facility equipment including but not limited to: HVAC equipment including air handling units, boilers, chillers, unit heaters, split systems, heat pumps, VAV boxes, cooling towers, distribution pumps, exhaust systems for buildings and automobile service, DDC controls, pneumatic controls; electrical systems; life safety systems including fire alarms, sprinklers and other fire suppression systems, eye wash stations; overhead doors; weight handling equipment including cranes, automotive lifts, and other hydraulic equipment; elevators.

(b) Facility Management: Demonstrate experience in managing the logistics to successfully maintain facilities. Include examples of work distribution, equipment tracking via QR codes/database management/etc., coordination/partnering with customer and Government/contracting personnel, emergency response/coordination capabilities, remote/DDC monitoring of equipment and managing the applicable software programs, investigative capabilities to determine customer needs and provide suitable solutions, minor construction projects and work record management.

**Work projects submitted by a potential subcontractor will not be evaluated.**

### **Factor 1 - Corporate Experience Submittal Requirements:**

Revised 16 Aug 2012

72

Offerors shall submit a minimum of two (2), but no more than four (4) relevant work contracts completed since June 2012, or contracts currently in progress on which the Offeror has been performing for 10 months or more. Each Corporate Experience Project description shall be no longer than 2 pages (i.e. Corporate Experience Form plus one Continuation Page). Projects similar in size, scope and complexity to the work requirements specified in this solicitation will be considered relevant for evaluation purposes. Projects are defined as contracts and/or Multiple Award Contract (MAC) task orders.

**Note:** The Offeror shall not utilize experience of a potential subcontractor to demonstrate corporate experience for this factor. The projects provided must have been performed by the Offeror. 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 shall be submitted for each Joint Venture partner. If no shared project experience is demonstrated, proposals that fail to submit projects for each partner may be rated lower. Offerors are still limited to a total of five (5) projects combined.

Offerors shall provide experience information using the format provided in **“Corporate Experience”**. Offerors are responsible for ensuring points of contact and phone numbers are current and accurate.

For all submitted work projects, the proposal will include the relevant work projects/ task orders, title, location, contract/task order number, award date, expected or actual completion date, original and final project cost or cost to date for on-going projects, contract type, customer point of contact, and description of the scope of work. To receive an “Acceptable” rating for this factor, the description of work shall clearly demonstrate relevant experience in all work requirements listed above in “Corporate Experience” Basis of Award (i.e. PM Program Experience and Facility Management). Project data descriptions shall clearly indicate whether the offeror was the prime or subcontractor on the submitted project. If the offeror was the prime, they shall describe their primary role/duties in execution of the work on the submitted project (i.e. major components and percent of the project which was completed by the prime’s staff and percent and major components that were subcontracted out). If the offeror was a subcontractor on the submitted project, the description, duration and cost of the work provided should reflect the work performed by them as the subcontractor, and not work under the project as a whole.

### **Factor 2 - Past Performance Basis of Evaluation:**

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

Using enclosed Past Performance Questionnaire Form (PPQ – Attachment C), the Government will evaluate the extent to which the offeror’s past performance demonstrates a trend of satisfactory and relevant performance. The evaluation will focus on how well the offeror performed on relevant projects submitted under Factor 1, and past performance on other projects currently documented in known sources. (Past Performance Questionnaire/Attachment C).

There are two aspects of the past performance evaluation. (a) The first is to evaluate whether the offeror's present/past performance is relevant or not relevant to the effort to be acquired. The criteria to establish what is relevant is unique to each LPTA source selection. For this solicitation, relevancy is determined by similar size, scope and complexity of work referenced in the RFP. For purposes of this evaluation, a relevant project is further defined as work experience involving Facility Investment/ Preventative Maintenance; (b) 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.

The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds.

Note: In the case of an Offeror without record a 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 (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".

The Government will evaluate the Offerors' past performance on the work experience identified in Factor 1 (Corporate Experience) using the references noted, the Past Performance Information Retrieval System (PPIRS), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the offeror.

### **Factor 2 - Past Performance Submittal Requirements:**

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE FOR A PARTICULAR PROJECT.

The blank Past Performance Questionnaire (PPQ – Attachment C)) included in the solicitation (Past Performance Questionnaire/Attachment C) is provided for the offeror to submit for each project the offeror includes in its proposal for Factor 1 (Corporate Experience) if a CPARS evaluation is not available.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Mr. Judith Honold, via email at [judy.honold@navy.mil](mailto:judy.honold@navy.mil) prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Also include performance recognition documents received within the last three years (2012, 2013 and 2014) such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

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

Note: The offeror should also include any copies of performance recognition awards, award fee determinations, customer letters or commendation, and other forms of performance recognition pertaining to the projects provided under Factor 1 (Corporate Experience) with its proposal, as applicable (these items will not count towards page limitations). An explanation of any past performance problems that may have developed on the projects submitted under Factor 1 may be submitted in a narrative addendum. The narrative will be counted towards page limitations and shall be submitted after the past performance questionnaire and performance recognition documents.

**Factor 3 – Safety Basis of Evaluation:**

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. Using listed safety submittal documentation, the Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, and any innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, 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. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety

- Other sources of information available to the Government

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates.

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement.

**Factor 3 – Safety 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; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the **three** previous calendar years, 2012, 2013 and 2014, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a **three** year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the **three** previous calendar years 2012, 2013 and 2014, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to **two single-sided pages**.

**Factor 4 – Technical and Management Approach Basis of Evaluation:**

The Offerors will be evaluated on their perceived understanding of the work being requested and their managerial approach to meeting all the requirements described in the Specifications section. Based on narrative submitted with their proposal, Offerors will be evaluated on their ability to demonstrate the following efficiencies:

(a) Workforce Management – Show lines of management authority, supervision, span of control, and accountability, including the relationship between overall management (corporate and on-site), administration, and subcontractors.

Include elements such as: A narrative discussing job descriptions, names, titles, qualifications, responsibilities, and authority level of key corporate and on-site personnel (e.g. project managers, superintendents, Quality Control Managers, proposed for use on this contract). Describe contractual relationships between the various firms. If the experience of a significant subcontractor is being claimed, the Firm must be named in this narrative.

(b) Client Relationship Management - Describe your approach to maintaining effective communications with the Government, sharing knowledge, demonstrating a business-like concern for the client's interests, and facilitating program integration. Discuss partnering or teaming techniques you already employ which are applicable to this contract. Demonstrate capability in program integration across multiple facilities and disciplines.

(c) Subcontract Management – Prove proposed subcontractor selection and management processes to include: criteria used in awarding subcontracts; subcontractor management structure and level of corporate oversight; process that will be used to ensure consistent satisfactory performance of subcontractors; on-site subcontractor management with respect to work schedules, change order requests, and quality of work; review of subcontractor proposals for cost and schedule impacts prior to submission to the Government; measures used by offeror to prevent labor violations; percentage of work that will be subcontracted and actions taken to resolve and violations of the Service Contract Act which occur.

#### **Factor 4 – Technical and Management Approach Submittal Requirements:**

The Offeror shall submit a written narrative describing their management approach to meeting the requirements of the Solicitation. The Offerors will be evaluated on their perceived understanding of the work being requested and their managerial approach to meeting all the requirements including Workforce, Client Relationship and Subcontractor elements described in the Basis of Evaluation. Offerors should also include an organization chart for the execution of the work described in the RFP that identifies key personnel and/or positions and lines of communications; identification and roles and responsibilities of key Partners or subcontractors.

Note: Narrative, Organizational Chart and additional required documentation is inclusive in the Non-Price Submittal 15-page limit.

#### **Non-Price Submittal Format:**

Submit one (1) original and four (4) copies of the Non-Price proposal, clearly marked as the Non-Price proposal, and tabbed appropriately. Non-Price proposals shall be submitted in 8-1/2 x 11 format; font size 12, limited to 15 pages, inclusive of all charts, forms and other documentation responsive to the solicitation requirements, but excluding cover page, Joint Venture/partnership agreements, past performance questionnaires, performance recognition awards, customer letters or commendations, or other forms of performance recognition. Corporate Experience Project Descriptions will not exceed 2 pages each. The total pages for Corporate experience (8 pages max) is inclusive of the 15 total pages. Price proposals are not part of the 15 page limitation. Pages exceeding the 15 page maximum page limitation shall not be considered during evaluation of the proposal. No pricing shall be included in the Non-Price

proposal. The Non-Price proposal shall include a cover page that provides: name and address of the prime contractor, DUNS number, CAGE Code and the name, title, email, phone and fax number of authorized representative.

Non-Price proposals shall **not encompass any elements of Price** and shall be organized in the following format:

-Cover page

- Listing of offeror's corporate name and point of contact information, including: (Note:If a Joint Venture, the following information is required for each member of the Joint Venture.) Address

Corporate name (no abbreviations)

Address

Point of contact

Phone number

DUNS number

CAGE Code

- Copies of joint venture agreements/partnership agreements (if applicable)

- Non-Price Factor 1: Corporate Experience

- Non-Price Factor 2: Past Performance

- Non-Price Factor 3: Safety

- Non-Price Factor 4: Technical and Management Approach

#### **BASIS OF EVALUATION AND SUBMITTAL REQUIREMENTS FOR PRICE FACTOR:**

**Price Factor Basis of Evaluation:** The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in this 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:

- Comparison of proposed prices received in response to the RFP.
- Comparison of proposed prices with the IGCE.
- Comparison of proposed prices with available historical information.
- Comparison of market survey results.

Using ELIN Pricing Spreadsheet (Attachment D) data, proposals will be evaluated for completeness and reasonableness as follows:

1. **Completeness.** All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an "all or none" basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined unacceptable.
2. **Reasonableness.** Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced between fixed-price and IDIQ items. Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**Price Factor – Submittal Requirements:** Using enclosed Excel Spreadsheet (Attachment D), submit cost data as indicated for each line item. Additionally, the total annual price amounts should also be transcribed to the appropriate CLINS in Section “B” of solicitation #N40085-15-R-6613. (**Note: Complete FFP/IDIQ Exhibit Line Item Pricing Tabs for the Base Year and follow-on Option Years --- i.e. adjusted for annual CPI increases**). To assist with determining contractor’s financial responsibility, a completed “Financial Reference” form (**Attachment E**) from their banking institution will also be required.

**Price Factor – Submittal Format:**

Submit one (1) original and two (2) copies of the Price proposal with cover page in binder, tabbed appropriately and clearly marked as the Price proposal. In addition to providing hard copies of the Price proposal, offerors shall provide one (1) electronic copy of the Price proposal on a non-rewritable CD in Microsoft Excel format. Electronic documents should be compatible with Microsoft Office 2007. **There is no page limitation for Volume II.**

Price Proposal shall be organized in the following format:

- Cover page
- Listing of offeror’s corporate name and point of contact information as follows,(Note:If aJoint Venture, the following information is required for each member of the Joint Venture.)
  - Corporate name (no abbreviations)
  - Address
  - Point of contact
  - Phone number
  - DUNS number
  - CAGE Code

Any Introductory Sheets

- Tab 1 - SF33 Solicitation, Offer and Award (Note: All Amendments shall be acknowledged)
- Tab 2- Completed Section B - PRICE SCHEDULE (FOR EACH OF THE 10 CLINS)
- Tab 3- Corporate Experience (Attachment C)
- Tab 4 – Past Performance (Attachment D)
- Tab 5- Completed ELIN'S spreadsheet (Attachment E)
- Tab 6- Completed Section K (Representations and Certifications)
- Tab 7 - Joint Venture/ Partnership Agreements and Approvals (if applicable)
- Tab 8- Financial Information (Banking Institution Verification Form)/Attachment E

## **V. ATTACHMENTS**

Attachment C – Corporate Work Experience  
Attachment D – Past Performance Questionnaire (PPQ)  
Attachment E – Price Factor Excel Spreadsheet  
Attachment F – Financial/Bank Reference Form

**ATTACHMENT C**  
**CORPORATE EXPERIENCE FORM (Evaluation Factor #1 refers)**

Solicitation N40085-15-R-6613

(NOTE: Offeror needs to ensure information requested under Section M, Corporate Experience is included.)

Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project worked as: ( ) Prime Contractor, ( ) Subcontractor, ( ) Joint Venture

Client Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone/Fax Number: \_\_\_\_\_

(Above information must be verifiable)

Type of Contract: ( ) FFP, ( ) T&M, ( ) CPFF, ( ) CPAF, ( ), Other: \_\_\_\_\_

Awarded amount of work: \$ \_\_\_\_\_ Final Cost of work: \$ \_\_\_\_\_

Percent Project Performed by Company: \_\_\_\_\_%

Brief Description of Project: **(Use Continuation Page as needed)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Scheduled Start Date: \_\_\_\_\_ Scheduled Completion Date: \_\_\_\_\_

Describe your firm's roles and responsibilities and its relevance to Preventative Maintenance Prgm Mngmt:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe your firm's roles and responsibilities and its relevance to Facility Management experience:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the involvement of any specific key personnel proposed under the current solicitation and their relevant roles and responsibilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(This form may be reproduced for each additional reference provided with your proposal)**

## **ATTACHMENT D**

1. The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).

2. Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 3, Past Performance. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment D), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Mr. Judith Honold, via email at [eugene.leonard@navy.mil](mailto:eugene.leonard@navy.mil) prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

The current NAVFAC Form PPQ-0 dated 7 December 2011 is available at:

<https://portal.navfac.navy.mil/portal/page/portal/aq/pdffiles/ppq%20rev%20dec%202011.doc>

**ATTACHMENT D**

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name: CAGE Code:  
 Address: DUNs Number:  
 Phone Number:  
 Email Address:  
 Point of Contact: Contact Phone Number:

**2. Work Performed as:**  Prime Contractor  Sub Contractor  Joint Venture  Other (Explain)

Percent of project work performed:  
 If subcontractor, who was the prime (Name/Phone #):

**3. Contract Information**

Contract Number:  
 Delivery/Task Order Number (if applicable):  
 Contract Type:  Firm Fixed Price  Cost Reimbursement  Other (Please specify):  
 Contract Title:  
 Contract Location:

Award Date (mm/dd/yy):  
 Contract Completion Date (mm/dd/yy):  
 Actual Completion Date (mm/dd/yy):  
 Explain Differences:

Original Contract Price (Award Amount):  
 Final Contract Price (to include all modifications, if applicable):  
 Explain Differences:

**4. Project Description:**

Complexity of Work  High  Med  Routine  
 How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name:  
 Title:  
 Phone Number:  
 Email Address:

**6. Describe the client's role in the project:**

**7. Date Questionnaire was completed (mm/dd/yy):**

**8. Client's Signature:**

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

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

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

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

**TO BE COMPLETED BY CLIENT**  
**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS**  
**YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

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

Contractor Information (Firm Name): \_\_\_\_\_  
 Client Information (Name): \_\_\_\_\_

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

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

**ATTACHMENT F**

**FINANCIAL/BANK VERIFICATION**  
Solicitation N40085-15-R-6613

Financial Institution: \_\_\_\_\_

POC Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone#: \_\_\_\_\_

SUBJECT: FINANCIAL REFERENCE

The Commander, Naval Facilities Engineering Command Midwest, is conducting a pre-award survey on \_\_\_\_\_ (Company Name/Address) in conjunction with Solicitation/Request for Proposal Number N40085-15-R-6613, Facility Investment/Preventative Maintenance Services contract.

As part of this preaward survey, we need to confirm this company has sufficient financial assets to perform any resultant contract. Accordingly, we request the following information be provided to us via facsimile at (847) 688-3398, or email at judy.honold@navy.mil not later than proposal due date.

a. Account(s):

<u>Account Type</u>	<u>Date Opened</u>	<u>*Average Balance</u>
Checking		
Savings		

\*Please note that the account balances may be provided by indicating a range, or only the number of figures, e.g., low five figures, high four figures, etc.

<u>Account Type</u>	<u>Date Opened</u>	<u>Original Amount</u>	<u>Current Balance</u>
Loan(s)			

b. Customer's Line of Credit: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

c. Would you be willing to grant this customer a Line of Credit Increase, or loan, if required?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Should you have questions concerning this request, please contact Mr. Judith Honold, Contract Specialist, at (847) 688-3368, extension 107.

\_\_\_\_\_  
Signature/Date