

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   71	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-15-R-9615	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 10 Aug 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC MID ATLANTIC PWD NEWLONDON BOX 26, BLDG 135 NAVAL SUBMARINE BASE NEWLONDON GROTON CT 06349-5026		CODE N40085	8. ADDRESS OFFER TO <b>See Item 7</b>		(If other than Item7)	CODE	
TEL:		FAX:		TEL:		FAX:	

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ 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 Bldg 135, 1st Floor until 01:00 PM local time 10 Sep 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 ROSALYN CAPLE	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (860) 694-3742	C. E-MAIL ADDRESS rosalyn.cagle@navy.mil
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### OFFER (Must be fully completed by offeror)

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

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

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

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

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	O/H CRANES - FFP - BASE PERIOD FFP Provide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization (overhead cranes) at the Naval Submarine Base New London, Groton, CT, in accordance with the terms and conditions specified herein. The firm-fixed-price of this CLIN is the sum of ELINS A001AA - A001AR. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	O/H CRANES - IDIQ - BASE PERIOD FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of overhead cranes at the Naval Submarine Base New London, Groton, CT, in accordance with the terms and conditions specified herein. The Not-to-Exceed (NTE) ceiling of this CLIN is the sum of ELINS A700-A705. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	O/H CRANES - FFP - 1ST OPTION FFP Provide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization (overhead cranes) at the Naval Submarine Base New London, Groton, CT, in accordance with the terms and conditions specified herein. The firm-fixed-price of this CLIN is the sum of ELINS B001AA - B001AR. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	O/H CRANES - IDIQ - 1ST OPTION FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of overhead cranes at the Naval Submarine Base New London, Groton CT, in accordance with the terms and conditions specified herein, The Not-to-Exceed (NTE) ceiling of ths CLIN is the sum of ELINS B700-B705. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	O/H CRANES - FFP - 2ND OPTION FFP Provide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and mdoernization (overhead cranes) at the Naval Submarine Base New London, Groton CT, in accordance with the terms and conditions specified herein, The firm-fixed-price of the CLIN is the sum of ELINS C001AA - C001AR. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	O/H CRANES - IDIQ - 2ND OPTION FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of overhead cranes at the Naval Submarine Base New London, Groton CT, in accordance with the terms and conditions specified herein. The Not-to-Exceed (NTE) celing of this CLIN is the sum of ELINS C700-C705. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	O/H CRANE - FFP - 3RD OPTION FFP Provide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization (overhead cranes) at the Naval Submarine Base New London, Groton CT, in accordance with the terms and conditions specified herein. The firm-fixed-price of this CLIN is the sum of ELINS D001AA - D001AR. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	O/H CRANES - IDIQ - 3RD OPTION FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of overhead cranes at the Naval Submarine Base New London, Groton, CT, in accordance with the terms and conditions specified herein, The Not-to-Exceed (NTE) ceiling of this CLIN is the sum of ELINS D700-D705. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	O/H CRANES - FFP - 4TH OPTION FFP Provide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization (overhead cranes) at the Naval Submarine Base New London, Groton, CT, in accordance with the terms and conditions specified herein. The firm-fixed-price of this CLIN is the sum of ELINS E001AA - E001AR. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	O/H CRANES - IDIQ - 4TH OPTION FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of overhead cranes at the Naval Submarine Base New London, Groton, CT, in accordance with the terms and conditions specified herein. The Not-to-Exceed (NTE) ceiling of this CLIN is the sum of ELINS E700-E705. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

GENERAL CONTRACT INFORMATION

B.1 Contract Title: Maintenance & Repair of Overhead Cranes at the Naval Submarine Base New London, Groton, CT.

- B.2 Type of Contract: This is a 100% (Firm-Fixed-Price) Indefinite-Delivery-Indefinite-Quantity type of contract as noted in Section L, Instructions, Conditions, and Notices to Bidders. Any work shall be ordered via DD1155 Delivery/Task Order, including the firm-fixed price CLINS.
- B.3 Minimum Guarantee: The Firm-Fixed-Price portion of the base year only (CLIN 0001) is the minimum guarantee for this contract.
- B.4 Set-Aside: This procurement is 100% set-aside for small business.
- B.5 NAICS Code: The NAICS code assigned to this procurement is 811310. The small business size standard is \$7.5 million. Refer to On-line Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>.
- B.6 Wage Determination (Service): This solicitation and resulting contract is subject the Service Contract Act wages. WD-05-2087 (Rev.-19) dated 07/14/2015.
- B.7 Bid Guarantee/Bonding Requirements: NOT REQUIRED for this procurement.
- B.8 Contract Term: This contract contains provisions for a base period with four (4) twelve-month option periods. The government has the right to exercise the option to extend the term of the contract in accordance with Section I, Contract Clause 5252.217-9301.
- B.9 Period of Performance: The period of performance (base period) will be determined at the time of award. Refer to Section F, Deliveries or Performance. It is intended to award a 12 month base period to coincide with FY-16.
- B.10 Evaluation of Proposals: This is a "Lowest Priced Technically Acceptable" (LPTA) Source Selection procurement. For purposes of evaluating proposals for award, the Government will utilize pricing submitted for the base year and all option periods. Refer to Section M, Contract Clause 52.217-5 Evaluation of Options.
- B.11 Contract Line Items (CLINS) and Contract Exhibit Line Items (ELINS):
- a. Bidders shall enter unit prices and amounts for contract line items, contract exhibit line items as indicated in the schedules and any accompanying exhibits.
  - b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN, and the ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in the contract ELIN. If the bidder provides a total amount for an ELIN but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price.
  - c. The schedule of firm-fixed price work (CLINS 0001, 0003, 0005, 0007, and 0009) and the schedule of indefinite quantity work (CLINS 0002, 0004, 0006, 0008, 0010), will be used as the

basis of deductions in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.

- B.12 Unit Price Adjustment in Option Years: This solicitation and resulting contract incorporates the Service Contract Act (SCA). The SCA Wage Determination incorporated into Section J is for the Base Period only. The latest Wage Determination available at the time of each option exercise will be incorporated into the contract, and the unit prices will be adjusted in accordance with FAR Clause 52.217-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment. The contractor warrants, by submission of their bid that the bid price does not include any contingency for future wage increases.
- B.13 Indefinite Quantity Individual Contract Line Item Quantities: Once the estimated quantities for individual line items show in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.
- B.14 Period of Performance – Less than One Year: Offers shall be submitted for the performance of work for a period of one year. The contractor is cautioned to recognize that the initial term of the contract may be for a period less than one year in accordance with the "Term of the Contract" clause in Section F. In the event that the period of performance is less than one year, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.
- B.15 Government Purchase Card
- Indefinite quantity work may be ordered at the prices offered by two ways: 1) by the issuing activity using a DD Form 1155 "Order for Supplies and Services" or, 2) by an authorized Government user via a Government Purchase Card (GPC). 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.
- B.16 Contractor Support Of Electronic Facilities Support Contracting (e-FSC)
- DOD EMALL is not applicable to this procurement.
- B.17 Incorporation of Technical Proposal
- a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.

b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

B.18 Request For Proposals (RFP) Information/Clarification Questions: Contractors are required to review the entire solicitation package before submitting questions. Submit all questions via one document, either by Email to: laura.chapman@navy.mil or Fax to: (860) 694-4565, at least 10 days before the proposal due date. This is the most efficient way to ensure all questions are addressed in a timely manner.

B.19 Request For Proposal (RFP) Files: Solicitations are posted to the NECO website as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing. It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

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

B.20 Solicitation: This solicitation incorporates by reference a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 1, 2, and 15. The contractor will be required to meet the specifications in those Annexes as if they were set forth in Section C.

B.21 NOTICE TO BIDDERS/OFFERORS: Bidders/Offerors are required to submit Section B, Bid Schedule, and Section J, Exhibit Line Items (ELINs) with their bid (Section J explains the submission of Exhibit A, a separate excel spreadsheet). The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINs	ELINs
0001	A001AA through A001AR
0002	A700 through A705
0003	B001AA through B001AR
0004	B700 through B705
0005	C001AA through C001AR
0006	C700 through C705
0007	D001AA through D001AR
0008	D700 through D705

0009 E001AA through E001AR

0010 E700 through E705

- B.23 PRE-PROPOSAL CONFERENCE/SITE VISIT: 9:30 AM, BLDG. 135, Naval Submarine Base New London. A short meeting will be held in the first floor conference room followed by visits to a random sampling of buildings with overhead cranes.

With reference to Section L Clause 5252.237-9302, Site Visit – Construction, the following information is provided to outline requirements to gain access to the Naval Submarine Base New London, Groton, CT, for the site visit on Wednesday, 26 August 2015 at 9:30 AM Local time.

1. The information required by the contract specialist is: On company letterhead, list person(s) legal name, place of birth (city and state). Only 2 representatives from each firm area authorized to attend.
2. Please ensure you bring a picture ID (drivers license), vehicle registration, proof of insurance. Only US citizens will be allowed on the base.
3. Parking is limited near building 135. You may have to park across the street in a large parking area.
4. Give yourself adequate time to access the base and get to building 135. ½ to 1 hour to get through the main gate (Gate 1 Pass and ID Security Office) located on Crystal Lake Road.
5. Cameras are not allowed on Lower Base.
6. Contact Rosalyn Caple, Contract Specialist, no later than 1:00 PM local time 15 March 2010 with the required information to gain access to the base. Email: [rosalyn.caple@navy.mil](mailto:rosalyn.caple@navy.mil).

- B.24 PROPOSAL DELIVERY:

NOTICE TO ALL PROPOSERS

Due to increased security at all military installations, Proposers who do not currently have a valid Contractor's ID and Vehicle Decal issued by the Department of Defense (DoD), must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with Naval Submarine Base New London security regulations all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor's pass the person must present their driver's license and vehicle registration and/or rental car contract.

Contractor personnel planning to submit their proposal in person, who do not have a valid Contractor's ID and a DoD decal on their vehicle, must submit a written request, fax a memorandum/letter or send an e-mail, requesting a one-day pass to access the Naval Submarine Base New London, Groton, CT. The written request shall be on company letterhead (including the company's name, complete address, and

phone number) and include the full legal name of the representative. Please include their date of birth and place of birth. The request shall be sent to:

Rosalyn Caple, Contract Specialist, via fax to (860) 694-4565 or e-mail information to rosalyncaple@navy.mil at least four business days prior to the Bid Opening.

Personnel and vehicle one-day pass must be obtained at the Naval Submarine Base New London Pass Office located on Crystal Lake Ave across from Gate #1.

It is imperative that all potential proposers adhere to this notice in order to avoid delay in submitting your proposal. (This is required even if you received a one-day pass for the site visit/pre-proposal meeting.)

Also be advised by this notice that the level of security at the Naval Submarine Base New London may change at any time. As the level of security heightens, the amount of time required to gain access to the Naval Submarine Bases New London also increases.

B-25. Note: the Terms “bidder” and “bid” are used interchangeably with “offeror” and “offer” and/or “proposer” and “Proposal”.

**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		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$

0006	\$	\$
0007	\$	\$
0008	\$	\$
0009	\$	\$
0010	\$	\$

## Section C - Descriptions and Specifications

### SCOPE OF WORK

The below Annexes are attached (See Section J) and form and integral part of this solicitation and resulting contract:

- Annex 1 – 0100000 – General Information
- Annex 2 – 0200000 – Management and Administration
- Annex 15 – 1502000 – Facility Investment

### CLAUSES INCORPORATED BY FULL TEXT

Section C. 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 \$2,500.00 or less, or order for construction services of \$2,000.00 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.

- a. 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 each month and year to date to the Contracting Officer by the fifth day of each month. See Section H for additional details.

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) is 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 (CLIN/SLIN/ELIN) is reached.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4                      Inspection Of Services--Fixed Price                      AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

## CLAUSES INCORPORATED BY FULL TEXT

**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:

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

CLAUSES INCORPORATED BY FULL TEXT

**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)

CLAUSES INCORPORATED BY FULL TEXT

E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

## CLAUSES INCORPORATED BY FULL TEXT

## E.2 CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extend of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

## CLAUSES INCORPORATED BY FULL TEXT

## E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

## CLAUSES INCORPORATED BY FULL TEXT

#### E.4 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative monthly during the first three months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than semi-annually. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within 15 calendar days.

b. The Government will periodically assess the Contractor's overall performance on this contract by completing the Performance Assessment Worksheet, Attachment B of the Performance Assessment Plan (PAP). The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation worksheet completed. The Contractor has 30 calendar days to submit written comments on unsatisfactory ratings.

## Section F - Deliveries or Performance

SCHEDULE PF DELIVERABLES

## SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO	1	As required
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO	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	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.6.6.2	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO	1	As specified
0200000/ 2.6.6.3	J-0200000-08	Contractor Quality Inspection and Surveillance Report	Fifth work day of each month.	KO	1	Monthly
0200000/ 2.6.7	N/A	Property Management Plan	Within 45 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	Organizational Chart	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.2.6	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO	1	As specified

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
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	1	As required
0200000/ 2.8.7	N/A	Personnel Security Investigation (PSI), Fingerprint Card (FD87), and OF-306 Declaration for Federal Employment	Prior to employee access to sensitive unclassified information.	KO/ Security Manager	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	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.3	N/A	Occupational Risk and Compliance Plans and Programs	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.4	N/A	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.4	N/A	Weight Handling Equipment Accident Report	Within 30 calendar day of accident.	KO	1	As required
0200000/ 2.9.6	J-0200000-09	Monthly On-Site Labor Report	Fifth work day of each month.	KO	1	Monthly
0200000/ 2.9.7	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.9	N/A	Safety Certifications	Within 15 calendar days after award and as old certifications expire.	KO	1	As specified
0200000/ 2.10.1.1	N/A	Water Conservation Plan	Within 15 calendar days after award and for changes.	KO	1	As specified
0200000/ 2.10.2.1	N/A	Class I ODS Report	Within 24 hours following delivery of refrigerant to DLA	KO	1	As required
0200000/ 2.10.2.5	N/A	Emergency Planning and Community Right- To-Know Act (EPCRA) Report	Within 15 calendar days after contract award and not less than 10 working days prior to planned use of hazardous material.	KO	2	As specified
0200000/ 2.10.2.5	J-0200000-07	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO	2	Annually
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	Within 15 calendar days after award and within 15 calendar days after exercised option periods.	KO	1	Annually
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO	1	Annually

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
020000/ 2.10.3.2	N/A	Recovered Material Certification	As specified	KO	1	When a product containing recovered materials is equal to or better than the original and could be used.
1502000/ 2.2.1	N/A	Certification and Licenses	Within 15 days after award or as requested by the KO	KO	1	Once for initial submittal, then as requested
1502000/ 3.1	J-1502000-06	Monthly Service Order Summary Report	First work day of each month	KO	2	Monthly
1502000/ 3.2	N/A	Preventive Maintenance Program Plan	15 calendar days after contract award	KO	2	Annually
1502000/ 3.2	N/A	Monthly PM Work Schedule	Five work days prior to the beginning of each month	KO	1	Monthly
1502000/ 3.2	J-1502000-07	Monthly Maintenance Summary Report	Within 5 work days after month ending	KO	1	Monthly
1502000/ 3.3.1.1	N/A	Oil Analysis Report	As required	KO	1	Within 5 days of receipt by the Contractor

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination	

0003	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0004	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0005	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination
0006	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination
0007	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination
0008	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination
0009	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination
0010	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### F.1 LOCATION

The work shall be located at the Naval Submarine Base New London, Groton CT .

##### F.2 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of 12 months commencing 01 October 2015 or within 15 days after notice/date of award. The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (FAC) (JUN 1994) clause, Section I". In the option periods the Government will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 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

##### 5252.216-9300 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

##### 5252.216-9313 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 15 % of the estimated total quantity. 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

##### 5252.242-9300 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. 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.

CLAUSES INCORPORATED BY FULL TEXT

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

Within 15 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

CLAUSES INCORPORATED BY FULL TEXT

G.1 CONTRACT ADMINISTRATION

This solicitation will result in the award of one contract. Upon award of this contract, Contract Administration shall be assigned to PWD New London, Facilities Support Contract Project Manager, Craig Schuller. The contracting Officer shall remain the same as the Procuring Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

G.2 RELEASE OF CLAIMS

The contractor shall, with the final invoice for the base term and each option period, provide a release of claims worded similar to the following:

The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising today out of said contract.

## Section H - Special Contract Requirements

GENERAL REQUIREMENTS

**a. Station Regulations:** The Contractor and his employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.

**b. Fire Protection:** The Contractor and his employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire per SUBASENLON Instruction number 11320.9C, SUBASE FIRE REGULATIONS.

**c. Safety Requirements and Reports**

- (1) Prior to commencing work, the Contractor shall meet with the Contracting Officer's representatives to discuss and develop mutual understandings relative to the administration of the Safety Program.
- (2) The Contractor's equipment may be inspected periodically for OSHA and/or Navy violations. The correction of any violations will be the responsibility of the Contractor. The Contractor shall provide assistance to the Safety Inspectors and/or any Federal or State OSHA Inspectors if a complaint is filed. Any fines levied on the Contractor by the Federal or State OSHA offices due to any safety/health violations resulting from any contract action must be paid promptly.
- (3) The contractor shall submit to the Contracting Officer, a full report of damage to Government property or equipment by Contractor employees. All damage reports shall be submitted to the Contracting Officer within 24 hours of occurrence.
- (4) The Contractor shall report to the Contracting Officer, all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Contracting Officer within 24 hours of occurrence.
- (5) All work performed under this contract shall be performed in accordance with the guidelines provided by the latest version of the US Army Corps of Engineers Safety Manual, COE EM-385.
- (6) The contractor shall be aware that **"NO EMERGENCY MEDICAL SERVICES ARE AVAILABLE AT THE NAVAL SUBMARINE BASE OR THE NAVAL AMBULATORY CARE CENTER LOCATED ON THE BASE."**
- (7) Crane Safety: In addition to the requirements of the Corps of Engineers Safety Manual, EM-385-1-1, the Contractor shall comply with the requirements of NAVFAC, P-307, MANAGEMENT OF WEIGHT HANDLING EQUIPMENT (WHE) as follows:

a. The Contractor shall comply with specific activity regulations pertaining to crane safety and operation (including allowable access routes and ground loading limitations), and to notify the contracting officer, in advance, of any cranes entering the activity or of any multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads. Contractor shall comply with applicable ANSI or ASME standards (e.g., ASME B30.5 for mobile cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes, ASME B30.9 for slings, ASME B30.20 for below the hook lifting devices, and ASME B30.26 for rigging hardware, ANSI/ITSDF B56.6 for rough terrain forklifts). For barge-mounted mobile cranes, a third party certification from an OSHA accredited organization (or a third party certification from a state accredited organization for those states with OSHA approved state plans), a load indicating device, a wind indicating device, and a marine type list and trim indicator readable in one-half degree increments shall be provided.

b. The Contractor shall provide a certificate of compliance (see appendix P, figure P-1) that the crane (or other machine if used to lift suspended loads) and the rigging equipment meet applicable OSHA and ANSI/ASME regulations. The contractor shall cite which OSHA and ANSI/ASME regulations are applicable, e.g., cranes/multi-purpose machines used in construction, demolition, or maintenance shall comply with 29 CFR 1926; slings shall comply with ASME B30.9, rigging hardware shall comply with ASME B30.26). The contractor shall also certify that all of its crane (or other machine) operators working on the naval activity have been trained not to bypass safety devices (e.g., anti-two block devices) during lifting operations. Certifications be posted on the crane.

c. For mobile and commercial truck mounted cranes with OEM rated capacities of greater than 2000 pounds, the crane operator shall be designated as qualified by a source that qualifies crane operators (i.e., a union, a government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

d. Contractor shall certify (see appendix P, figure P-1) that the operator is qualified and trained for the operation of the crane or machine to be used.

e. For multi-purpose machines, material handling equipment, and construction equipment used to lift loads suspended by rigging equipment, provide proof or authorization from the machine OEM that the machine is capable of making lifts of loads suspended by rigging equipment. Contractor shall demonstrate that the equipment is properly configured to make such lifts and is equipped with a load chart.

f. All hooks used on cranes, hoists, other machines, and rigging gear shall have self-closing latches or the throat opening shall be "moused" (secured with wire, rope, heavy tape, etc.) or otherwise secured to prevent the attached item from coming free of the hook under a slack condition. The following exceptions apply and shall be approved by the contractor's technical organization: items where the hook throat is fully obstructed and not available for manual securing and lifts where securing the hook throat increases the danger to personnel such as forge shop, dip tank, or underwater work.

g. A critical lift plan is required for each of the following lifts: lifts over 75 percent of the capacity of the crane, hoist, or other machine (lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane, hoist, or other machine; lifts of personnel (lifts of personnel suspended by rigging equipment from multi-purpose machines, material handling equipment, or construction equipment shall not be permitted); lifts made in the vicinity of overhead power lines; erection of cranes; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall include the following as applicable:

(1) The size and weight of the load to be lifted, including crane (or other machine) and rigging equipment that add to the weight. The OEM's maximum load capacities for the entire range of the lift shall also be provided.

(2) The lift geometry, including the crane (or other machine) position, boom length and angle, height of lift, and radius for the entire range of the lift. This information requirement applies to both single and multiple crane/machine lifts.

- (3) A rigging plan, showing the lift points, rigging equipment, and rigging procedures.
- (4) The environmental conditions under which lift operations are to be stopped.
- (5) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).
- (6) For barge mounted mobile cranes, barge stability calculations identifying crane placement/footprint; barge list and trim based on anticipated loading; and load charts based on calculated list and trim specific to the barge the crane is mounted on. The amount of list and trim shall be within the crane manufacturer's requirements.
- (7) For lifts in the vicinity of overhead power lines (i.e., if any part of the crane or other machine, including the fully extended boom of a telescoping boom crane or machine, or the load could approach the distances noted in figure 10-3 during a proposed operation), the plan shall demonstrate compliance to 29 CFR 1926.550(a)(15)

h. The Contractor shall notify the contracting officer as soon as practical, but not later than four hours, after any weight handling equipment (WHE) accident. (See definition in section 12.) The Contractor shall secure the accident site and protect evidence until released by the contracting officer. The contractor shall conduct an accident investigation to establish the root cause(s) of any WHE accident. Crane operations shall not proceed until the cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer.

i. The Contractor shall provide the contracting officer within 30 days of any accident a Crane and Rigging Gear Accident Report using the form provided in section 12 consisting of a summary of circumstances, an explanation of causes(s), photographs, and corrective actions taken. These notifications and reporting requirements are in addition to those promulgated by OPNAVINST 5100.23 and related command instructions.

j. The contractor must notify the New London Submarine Base FEAD at least five working days in advance of any WHE entering the Base.

**d. Radiological Accident (RADCON) Drills and Requirements:** RADCON drills are conducted about once every three months. Traveling throughout the Base is prohibited throughout the duration of the drill. The drills last from two to four hours. All personnel on the Base shall listen to the public address system for specific instructions. All costs associated with delays due to RADCON drills are the responsibility of the contractor. All contractor employees are required to attend RADCON Training and obtain a badge verifying attendance. Their badge shall be in their possession when working on the SUBASE.

(1) Radiological Controls (RADCON)

a. Ensure contract execution preparatory meeting [i.e. pre-construction conference] discusses operations involving radioactive materials of radiation generating devices including type of radiation, expected length of operations, location of operations, location of any required physical boundary, method of communicating operations to workforce. (IAW NAVFACINST 5104.1 SAFETY/OPS DTD 29-APR-11)

b. Ensure all personnel performing contractual work receive Radiological Awareness Training (RADCON) prior to performing work on the waterfront and annually for long-term projects. (IAW NAVSEAMAN 389-0288 Radiological Controls and MOA-RSG/NRMD-8 438-11-0189)

(2) Hazards of Electromagnetic Radiation to Ordnance (HERO) All incoming personnel for construction of this project must be indoctrinated on explosives safety and Hazards of

Electromagnetic Radiation to Ordnance (HERO) concerns at the installation. This should include regulations governing cell phone/radio use. (IAW NAVORDSAFSECACTINST 8020 Ser N54-PA/3197 DTD 11-MAR-11)

**e. Environmental Protection:**

- (1) The contractor shall comply with all applicable Federal, State, and Local laws, and with the regulations and requirements. All environmental protection matters shall be coordinated with the Contracting Officer. Inspection of any of the facilities operated by the Contractor may be accomplished by a representative of the Environmental Department, or authorized officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by the Contractor's negligence, the Contractor shall reimburse the Government for the amount of the fine and any other costs. The Contractor shall be responsible for the cleanup of any releases to the environment, which result from the Contractor's operations in accordance the SUBASENLON requirements. The contractor shall comply with the instruction of the cognizant Navy Medical Department with respect to the avoidance of conditions, which create a nuisance or which may be hazardous to the health of military or civilian personnel.
- (2) The contractor shall be responsible for ensuring all equipment is maintained and operated in accordance with Federal, State, or Local air pollution regulations.
- (3) Contractor personnel may be subject to Federal, State, Local, or SUBASENLON environmental regulations or instructions, e.g. vehicle inspection/maintenance program, base recycling programs.

**f. Insurance:** Within fifteen (15) days after award of this contract, the contractor shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in the amounts not less than the amounts specified below in accordance with FAR 52.228-5 Insurance-Work on a Government Installation clause, Section I.

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage

Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease laws

Employer's Liability Coverage: \$100,000 except in states where workers' compensation may not be written by private carriers.

Other as required by State Law.

The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "insurance" clause. This insurance must be maintained during the entire performance period. The 30 day cancellation notice should read as follows:

**"Should any of the above described policies be cancelled or materially altered before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate holder named to the left."**

**g. Notice of Security Requirements:**

- (1) Application for and use of badges will be as directed. Obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.
- (2) Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9) [\_\_\_\_\_] Immediately report instances of lost or stolen badges to the Contracting Officer.
- (3) NCACS Program: NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).
- (4) Information on costs and requirements to participate and enroll in NCACS is available at <http://www.rapidgate.com/vendors/how-to-enroll> or by calling 1-877-727-4342.
- (5) One-Day Passes: Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
- (6) The admission of foreign nationals is controlled by the Commanding Officer. **Only U.S. Citizens will be admitted onboard Naval Submarine Base New London. The contractor should expect delays due to security inspections each time entering the base.**
- (7) An access list will be provided to the Contracting Officer listing the contractor's employees by name, social security number, date and place of birth, and whether the individual is a United States citizen. This list must be provided a minimum of 5 working days in advance of the requested admission. The list will be provided to the FEAD Engineering Technician and will include the duration of the approved access and whether lower base access is required. All employees who do not possess a badge will report to the Pass Office, Building 500, on Crystal Lake Road for admission processing and badge issuance.
- (8) "CONTRACTOR EMPLOYEE IDENTIFICATION": Contractor employees must present a photo identification badge to the pass office to receive a badge. The contractor shall have the SUBASE CIVILIAN ACCESS APPLICATION forms available at the post award conference completed by each prospective SUBASE worker, prior to arrival at the Base, to expedite the processing of application for a Contractor's Identification Badge. The Contractor's Identification Badge, once issued, will be used to verify the Contractor's permission to enter the Naval Submarine Base. Upon termination of employment all badges must be returned to the Security Office, Naval Submarine Base within (1) day.

- (9) Access to the job site will be restricted to normal duty hours, Monday through Friday. If work must be performed during other than normal hours the contractor must receive approval of the Contracting Officer a minimum of 48 hours in advance.
- (10) No contraband may be brought aboard the Naval Submarine Base (i.e., alcohol, drugs, weapons, etc.).
- (11) Personal vehicles will be permitted on the "Upper Base" only. Parking is limited and vehicles, which are parked illegally, will be removed at the owner's expense.
- (12) The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair.
- (13) Contractors will be responsible for their deliveries. No delivery vehicle will be permitted to gain access other than between 6:30 a.m. and 3:30 p.m. unless arrangements have been made with the Contracting Officer and the Security Office. If a contractor is not available to accept delivery, the material will not be accepted.

**h. Performance of Work at Facilities Other Than SUBASE New London:** Any reference to Naval Submarine Base New London Regulations and/or Security Requirements may be amended or replaced by the Government to comply with the local facility regulations and/or security requirements.

**i. Permits:** The contractor shall, without any additional expense to the Government, obtain all appointments, licenses, and/or permits required for the completion of the contract work. The Contractor shall comply with all applicable Federal, State, or Local Laws. Evidence of the required permits or licenses shall be provided to the Contracting Officer.

**j. Energy Star and FEMP:** All personnel (civilian, military, and contractors) working on behalf of Subase New London will integrate sound environmental practices into all operations. Whenever possible we will use Environmentally Friendly products to promote the Greening of the Government and compliance with local, State, and Federal environmental laws, regulations, and policies.

The Government's policy is to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies. This policy extends to all acquisitions, including those below the simplified acquisition threshold (credit cards too).

All energy consuming acquisitions shall be listed in:

- × The ENERGY STAR® Program
- × The Federal Energy Management Program (FEMP)
- or
- × Products consuming power in a standby mode shall meet FEMP's Recommended Standby Power Wattage.

k. Wage Decision. See Contract. WD 05-2087 (REV-19) dated 07/14/2015

1. Contracts Requiring Diver Operations and Waterfront Activities. If a contract requires divers in the water, the contractor must coordinate with their designated Government representatives to ensure Port Operations, Security, and Nuclear Regional Maintenance Department (NRMD) - Radiological Control (RADCON) sub section, are informed prior to any diver going into the Thames River, and or any operations in or along the Naval Facility water front or near any Navy vessel in our area of operations (AO). There are no exceptions to these requirements to coordinate and inform these agencies.
  - a. Notify RADCON for all Dives.
  - b. There is training for all contractors conducting diving operations on the Subase. Please coordinate with your Government Representative.
  - c. NRMD must sign and review all Memorandums of agreement (MOAs) for diving operations.

## 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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	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
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
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
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	APR 2015
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A System for Award Management Alternate A	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 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
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(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 Schedule. Such orders may be issued from the date of the contract award through the current contract completion date.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100,00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$100,000;

(2) Any order for a combination of items in excess of \$100,000; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by 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 up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, 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.

(d) 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; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract completion date.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the contract completion date.

(End of clause)

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award

that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

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

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

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.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at [http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm); or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov).

(End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the current fiscal year ending 30 September 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.arnet.gov](http://www.arnet.gov)

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (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:

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

\_\_\_\_\_

(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.

\_\_\_\_\_

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

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

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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.

\_\_\_\_\_

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

\_\_\_\_\_

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

#### 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.

#### 5252.216-9302 INDEFINITE QUANTITY (JUN 1994)

This is an indefinite-quantity contract for the services specified, and effective for the period stated previously.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to an including the "maximum" fee total designated previously.

There is no limit on the number of orders that may be issued subject only to the maximum annual value of the contract.

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.

#### 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.



## Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-01000000	Annex 1 – General Information
J-02000000	Annex 2 – Management and Administration
J-02000000-01	DOL Wage Determination WD-05-2087 (Rev.-19) dtd 07/14/2015
J-02000000-02	Instructions, Directives & References
J-02000000-03	Firm Fixed Price & Indefinite Quantity Exhibit Line Item Numbers (ELINs) (BID SCHEDULE)
J-15020000	Annex 15 – Facility Investment
J-1502000-01	Inventory List
J-1502000-02	Historical Work Requirements for Weight Handling Equipment
J-1502000-03	Historical PM Maintenance & Inspection (Manual Hoists)
J-1502000-04	Historical Requirements and Procedures
J-1502000-05	Historical Service Calls
J-6	Past Performance Questionnaire Forms
J-7	Performance Assessment Plan

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-7	System for Award Management	JUL 2013
52.204-8	Annual Representations and Certifications	DEC 2014
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have ballot, have not ballot, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should

the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

## 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 811310.

(2) The small business size standard is 7.5

(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)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)



Section L - Instructions, Conditions and Notices to Bidders

EVALUATION FACTORS FOR AWARD

**L.1 Evaluation Factors for Award:**

The solicitation requires the evaluation of price and the following technical factors:

- Factor 1 – Technical Approach
- Factor 2 – Corporate Experience
- Factor 3 -- Past Performance

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

**L.2 Submittal Requirements for Each Factor:**

(See Clause 5252.215-9300 CONTENT OF PROPOSALS (JAN 2003) within this Section L for further instructions.)

(a) Price Proposal :

(1) Solicitation Submittal Requirements: The format for the price proposal is shown in Section J.

(b) Technical Factors for Technical Proposal:

(1) **Factor 1 -- Technical Approach:**

(i) Solicitation Submittal Requirements: The offeror shall submit a narrative setting forth its proposed plan to perform the work described in the RFP. The plan must include discussion of the below questions. The narrative shall not exceed five (5) pages total.

Spec Item	Questions for Facility Investment, Specification 1502000
3	How will incoming work be received, assigned to an employee, scheduled, etc., without adversely impacting existing, uncompleted work?
3	What is your plan to ensure personnel have the necessary training and certification to accomplish the specialty work requirements specified in this Annex and in section 13 of NAVFAC P-307?  How do you propose to ensure this training and certification is maintained current?
3	Can you provide an equipment list to support the contract requirements?
3.2	In summary, what is your proposed Preventive Maintenance (PM) program? Can you provide a sample of a PM maintenance report?
3.2	Explain how your PM program incorporates an optimized approach to maximize useful life of equipment while still being economical?

(2) **Factor 2 – Corporate Experience:** The offerors shall provide information on at least (1) and a maximum of (5) overhead crane maintenance contracts performed (as the prime contractor) within the past five years, including current (on-going) contract. Contracts must be of similar size, scope, and complexity to the current requirement. Include a short description of the work performed, contract number, title, location, and a list of clients and/or points of contact with accurate telephone number. Offerors may include past experience information regarding predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. The Contracting Officer will determine the value and relevancy of such information.

(i) Solicitation Submittal Requirements: Offerors shall provide experience information using Attachment E. Offerors are responsible for ensuring points of contact and phone numbers are current and accurate.

Note: 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 how well a contractor has performed.

(3) **Factor 3 – Past Performance:** Offerors shall clearly demonstrate a history of successful past performance on contracts of similar size, scope and complexity to this RFP. The Government may consider 1) information supplied by the offeror; 2) information obtained by references provided by the offeror; 3) other relevant past performance information obtained from other sources and data bases known to the Government; and 4) information on past performance of predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. The Government will use this information to determine if the record indicates accomplishing performance objectives, any problems and corrective actions taken on prior contracts, a reputation for reasonable behavior, and generally a business-like concern for the customer's interest. Likewise, the Government shall use this information to assess whether the offeror's experience demonstrates at least an adequate ability to avoid/correct performance problems and challenges as they arise.

(i) Solicitation Submittal Requirements: The Past Performance Questionnaire 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 2, Corporate Experience.. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires are to be mailed or faxed from the client directly to the Government, not be submitted via the offeror. In order for the client evaluation to be considered, the Past Performance Questionnaires must be submitted no later than the date proposals are due as specified on page 1 of the RFP. Include with your proposal submission a copy of the Past Performance Questionnaire Cover Sheet which contains the point of contact information for each client question-naire. Also include performance recognition documents received within the last 5 years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent

company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

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

***A copy of the blank Past Performance Questionnaire to be used for requesting client references is included in Section J – Attachments.***

#### CLAUSES INCORPORATED BY REFERENCE

52.237-1

Site Visit

APR 1984

#### CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at

52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the

proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery –indefinite-quantity type of contract resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Public Works Department, Facilities Engineering Acquisition Department, Box 26, Bldg. 135, Naval Submarine Base New London, Groton, Ct 06349-5026.

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

(End of provision)

#### 52.252-1 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):

[www.arnet.gov](http://www.arnet.gov)

(End of provision)

#### 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) Two (#2) completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) Two (#2) copies of the technical proposal.

(3) Two (#2) copies of the cost/price proposal. (One printed and one on CD-ROM)

(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. The format for the price proposal is shown in Section J.

(2) 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)

5252.237-9302 SITE VISIT (JUL 1995)

The site will be available for visitation at 9:30AM local time, 26 August 2015. For further information including base access, see paragraph b.23 of this solicitation.

Section M - Evaluation Factors for Award

BASIS FOR AWARD

**A. BASIS FOR AWARD**

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

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4. An overall technical rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall technical proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall technical rating of "UNACCEPTABLE" makes a proposal ineligible for award.

**B. ADJECTIVAL RATINGS/DEFINITIONS**

1. The following adjectival ratings and rating definitions will be used to assign an overall rating to each technical proposal. The addition of plus (+) or minus (-) to an adjective rating is not allowed.

<b>Adjectival Ratings/Definitions For Overall Technical Rating</b>	
<b>Rating</b>	<b>Definitions</b>
A (Acceptable)	Technical capabilities meet the standard of acceptability for the factor(s). There may be some weaknesses; however, there are no deficiencies.
U (Unacceptable)	Technical capabilities do not meet the standards of acceptability for the factor(s). Proposal contains deficiencies resulting in an increased risk of unsuccessful contract performance.

(2) Definitions: The following definitions are provided to assist evaluators in the evaluation of each factor.

(a) Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

(b) Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

(c) Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

#### C. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following technical factors:

Factor 1 – Technical Approach

Factor 2 – Corporate Experience

Factor 3 -- Past Performance

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

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

(a) Price:

(1) Solicitation Submittal Requirements: The format for the price proposal is shown in Section J.

(2) Basis of Evaluation: The Government will evaluate price based on the total of the base and option year pricing for all items (both firm-fixed price and IDIQ CLINS). The Government intends to evaluate all options and will include the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

(i) Comparison of proposed prices received in response to the RFP.

- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.”

(b) Technical Factors:

(1) Factor 1 -- Technical Approach:

(i) Solicitation Submittal Requirements: The offeror shall submit a narrative setting forth its proposed plan to perform the work described in the RFP. The plan must include discussion of the below questions. The narrative shall not exceed five (5) pages total.

Spec Item Questions for Facility Investment, Specification 1502000

3 How will incoming work be received, assigned to an employee, scheduled, etc., without adversely impacting existing, uncompleted work?

3 What is your plan to ensure personnel have the necessary training and certification to accomplish the specialty work requirements specified in this Annex and in section 13 of NAVFAC P-307?  
How do you propose to ensure this training and certification is maintained current?

3 Can you provide an equipment list to support the contract requirements?

3.2 In summary, what is your proposed Preventive Maintenance (PM) program? Can you provide a sample of a PM maintenance report?

3.2 Explain how your PM program incorporates an optimized approach to maximize useful life of equipment while still being economical?

(ii)Basis of Evaluation:

**Adjectival Ratings/Definitions**

<b>Rating</b>	<b>Definitions</b>
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<b>Acceptable</b>	The proposal demonstrates an acceptable understanding of the performance objectives and standards. The proposal provides a feasible technical approach with the capability to at least meet solicitation performance objectives and standards. The proposal offers a low to moderate performance risk to the Government.
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<b>Unacceptable</b>	The proposal demonstrates a technical approach that is seriously flawed or inadequate which demonstrates an unacceptable understanding of the performance objectives and standards.
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There is no reasonable likelihood of success; weaknesses, significant weaknesses, or deficiencies so major or extensive that a major revision tantamount to complete rewrite of the proposal would be needed. The proposal offers a high performance risk to the Government.

(2) **Factor 2 – Corporate Experience:** The offerors shall provide information on at least (1) and a maximum of (5) overhead crane maintenance contracts performed (as the prime contractor) within the past five years, including current (on-going) contract. Contracts must be of similar size, scope, and complexity to the current requirement. Include a short description of the work performed, contract number, title, location, and a list of clients and/or points of contact with accurate telephone number. Offerors may include past experience information regarding predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. The Contracting Officer will determine the value and relevancy of such information.

(i) Solicitation Submittal Requirements: Offerors shall provide experience information using Attachment E. Offerors are responsible for ensuring points of contact and phone numbers are current and accurate.

Note: 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 how well a contractor has performed.

(ii) Basis of Evaluation

**Rating:**

**Evaluation**

**Acceptable** The offeror has an adequate work experience history on contracts (at least one prior contract) that are similar in size, scope, complexity, context and relevancy. The proposal offers a low to moderate performance risk to the Government.

**Unacceptable** The offeror has no work experience on contracts that are similar in size, scope, complexity, context and relevancy. The proposal offers a high performance risk to the government.

(3) **Factor 3 – Past Performance:** Offerors shall clearly demonstrate a history of successful past performance on contracts of similar size, scope and complexity to this RFP. The Government may consider 1) information supplied by the offeror; 2) information obtained by references provided by the offeror; 3) other relevant past performance information obtained from other sources and data bases known to the Government; and 4) information on past performance of predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. The Government will use this information to determine if the record indicates accomplishing performance objectives, any problems and corrective actions taken on prior contracts, a reputation for reasonable behavior, and generally a business-like concern for the customer's interest. Likewise, the Government shall use this information to assess whether the offeror's experience

demonstrates at least an adequate ability to avoid/correct performance problems and challenges as they arise.

(i) Solicitation Submittal Requirements: The Past Performance Questionnaire 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 2, Corporate Experience.. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires are to be mailed or faxed from the client directly to the Government, not be submitted via the offeror. In order for the client evaluation to be considered, the Past Performance Questionnaires must be submitted no later than the date proposals are due as specified on page 1 of the RFP. Include with your proposal submission a copy of the Past Performance Questionnaire Cover Sheet which contains the point of contact information for each client question-naire. Also include performance recognition documents received within the last 5 years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

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

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

**A copy of the blank Past Performance Questionnaire to be used for requesting client references is included in Section J – Attachments.**

“(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, performance recognition documents, and information obtained for 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.);
- Tasks that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds”

**Rating**                      **Evaluation Criteria**

**Acceptable**      Offer has at least a satisfactory history of performance on contracts that are similar in size, scope, complexity, context and relevancy. Previous performance demonstrates an adequate ability to avoid/correct performance problems and challenges. The proposal offers a low to moderate performance risk to the Government.

**Neutral**              Offeror does not have a record of relevant past performance. The offer will not be evaluated favorably or unfavorably on past performance.

**Unacceptable**      Offeror has a history of predominantly unsatisfactory performance on contracts that are similar in size, scope, complexity, context and relevancy. Previous performance demonstrates a trend of poor or non-existent ability to avoid/correct performance problems and challenges. The proposal offers a high performance risk to the Government.

## CLAUSES INCORPORATED BY REFERENCE

52.217-5                      Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

a. The low offeror for purposes of award shall be the conforming, responsive, responsible offeror offering a technically acceptable proposal and (1) the lowest total price for Contract Line Items 0001-0010.

b. Offerors shall be submitted for the performance of work for the period identified in the "PERIOD OF PERFORMANCE" clause.

c. Offers are solitude on an "all or none" basis and FAR 52.216-16, "CONTRACT AWARD - NEGOTIATED" provision, Section L, is hereby modified. Failure to submit offers for all items and quantities listed shall be cause for rejection of the offer.