

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 62	
2. CONTRACT NO.		3. SOLICITATION NO. N69450-14-R-7578	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 16 Jun 2014	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC SOUTHEAST FSC-BOS BUILDING 903, PO BOX 30 JACKSONVILLE FL 32212-0030		CODE N69450	8. ADDRESS OFFER TO See Item 7		(If other than Item7)	CODE	TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 5 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 See Section L until 02:00 PM local time 17 Jul 2014
(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 DAWN R. BRADSHAW	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 904-542-8815	C. E-MAIL ADDRESS dawn.bradshaw@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 (4 copies unless otherwise specified)	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:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
	EMAIL:		

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

Section A - Solicitation/Contract Form

A.1 TYPE OF CONTRACT

Award of this solicitation will result in a Combination Firm Fixed Price (FFP)/Indefinite Delivery Indefinite Quantity (IDIQ) contract.

A.2 SERVICE REQUIREMENTS

The outcome to be achieved is a multi-function contract to provide Facilities Investment and Pest Control Services at Marine Corps Logistics Base (MCLB), Albany, Georgia. The outcomes for this acquisition are consistent with the Federal Acquisition Regulation (FAR) 37.101 definitions for service contracts.

A.3 COMPETITION ENVIRONMENT

This contract is solicited as a 100% Small Business Set Aside.

A.4 NAICS CODE

The NAICS code is 561210, Facilities Support Services.

A.5 PRIOR CONTRACT INFORMATION

The contract issued as a result of this solicitation will replace contract N69450-12-D-1762, which is due to expire on 22 April 2015. The following information applies to that contract. No assurances are made that workload and volume of future effort and costs will replicate past experience. This information is provided merely for informational purposes:

Contract Number N69450-12-D-1762

FACILITY IMPROVEMENT SERVICES, LLC
1921 WHITTLESEY RD STE 510
COLUMBUS GA 31904-9210

AWARD AMOUNT (Base and all options): \$13,786,995.66

PERIOD OF PERFORMANCE:

BASE: 23APR12-22APR13
OPTION 1: 23APR13-22APR14
OPTION 2: 23APR14-22APR15

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year FFP FFP Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Base Period FFP.	1	Each		

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		1	Each		

Base Year IDIQ
FFP

Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Base Period IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION		1	Each		

Option Period 1 FFP
FFP

Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period One FFP.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Period 1 IDIQ FFP Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period One IDIQ.	1	Each		

Option Period 1 IDIQ
 FFP
 Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name:
 N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period One IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Option Period 2 FFP	1	Each		

FFP
Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period Two FFP.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Option Period 2 IDIQ	1	Each		

FFP
Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period Two IDIQ.

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FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Option Period 3 FFP FFP Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period Three FFP.	1	Each		

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option Period 3 IDIQ FFP	1	Each		

Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period Three IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Option Period 4 FFP FFP	1	Each		

Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period Four FFP.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Option Period 4 IDIQ FFP Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period Four IDIQ.	1	Each		

Option Period 4 IDIQ
 FFP
 Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name:
 N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - Option Period Four IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	52.217-8 FFP	1	Each		

Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - 52.217-8 FFP.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	52.217-8 IDIQ	1	Each		

Multi-Function Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Attachment J-0200000-08, EXHIBIT LINE ITEM NUMBERS under file name: N6945014R7578_Section_J-020000008_ELINs, worksheet ELIN - 52.217-8 IDIQ.

NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.

FOB: Destination

MAX
NET AMT

B.1 PRICING OF CLINS

The contract pricing is structured into 12 Contract Line Item Numbers (CLINs). The base year is covered by CLINs 0001 and 0002. Each of the four one-year option periods is likewise covered by two CLINs. The firm-fixed (FFP) price base year requirement and the overall guaranteed minimum for the contract is CLIN 0001. CLINs 0003, 0005, 0007, 0009 and 0011 account for the FFP requirements in each option period. CLINs 0002, 0004, 0006, 0008, 0010 and 0012 contain IDIQ requirements that are pre-priced as part of your offer.

Section B CLINs are supported by Section J Exhibit Line Item Numbers (ELINs). Before Pricing Section B, complete the Section J ELINs Attachment excel spreadsheet. The spreadsheet includes multiple worksheets, which must be completed. Submit the completed spreadsheet with your proposal in hard copy and electronic format. The spreadsheet contains 10 tabs of ELINs, each corresponding to a Section B CLIN. They are identified for example, as: "Base Period FFP" (which is CLIN 0001), "Base Period IDIQ" (which is CLIN 0002), etc. "First Option Period FFP" (which is CLIN 0003), "First Option Period IDIQ" (which is CLIN 0004), "Second Option Period FFP" (which is CLIN 0005) etc. ELINs with prefix "A" support the Base Year, ELINs with prefix "B" support Option Period 1, ELINs with prefix "C" support Option Period 2. ELINs with prefix "D" support Option Period 3. ELINs with Prefix "E" support Option Period 4, and ELINs with prefix "F" support the 52.217-8 option. Therefore the total of ELINs A001AA through A010AC will be the amount you should enter in Section B CLIN 0001. The total of A700 through A715 will be the amount you should enter in Section B CLIN 0002. The total of B001AA through B010AC will be the amount you should enter in Section B CLIN 0003. And the total of B700 through B715 will be the amount you should enter in Section B CLIN 0004. Continue pricing accordingly and make sure that the total of each Tab of ELINs is equal to its corresponding CLIN value entered in Section B. The total of all Section J ELINs should equal the total of all Section B CLINs 0001 through 0012.

B.2 INDEFINITE QUANTITY ITEMS

Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract is not exceeded and the Contractor agrees by signing the task order.

B.3 PRICING DISCREPANCIES

In the event there is a difference between the unit prices and extended total amounts, the extended total amounts will be held to be the intended offer and the total amount shall be recomputed accordingly.

If the offeror provides a total amount for a CLIN or ELIN, but fails to enter the unit price, the total amount divided by the CLIN or ELIN quantity will be held to be the intended unit price.

In the event there is a discrepancy between the Section J ELIN pricing and the Section B CLIN price, the Section B CLIN will be held to be the intended offer.

B.4 INFORMATIONAL SUBCLINS

Informational SubCLINs will be incorporated at the time of award with appropriate funding/lines of accounting by customer. These SubCLINs represent funding for each CLIN by customer. The contractor shall not submit totals for SubCLINs.

B.5 PHASE-IN AND PHASE-OUT

Pricing shall include applicable Phase-In and Phase-Out costs. There is no separately priced CLIN for Phase-In and Phase-Out.

B.6 FULLY LOADED PRICING

All pricing, including FFP and IDIQ ELIN pricing, shall be fully loaded. No other allocations, fees, O/Hs, G&A, and profits will be applied when an option is exercised or work is ordered.

B.7 UNIT PRICE ADJUSTMENTS IN

This contract incorporates Davis Bacon Wage Determinations and Service Contract Act (SCA) Determinations. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Act—Price Adjustment Clause, FAR 52.222-43 and subparagraph (b) of the Davis-Bacon Act—Price Adjustment Clause, FAR 52.222-32 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees and/or Davis-Bacon Act covered employees in the option periods of performance. Wage and fringe benefit rates used for the base performance period will be used in pricing labor costs for all periods of performance in the option years. In accordance with the referenced clauses, the contractor may be entitled to an adjustment in contract price only when a new SCA wage determination, DBA wage determination, or CBA is modified into the contract and it affects wages and fringe benefits of covered employees.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

This is a performance-based contract which incorporates performance-based specifications.

The files for Section C are provided as the following attachment posted on the NECO website at <https://www.neco.navy.mil/index.aspx>:

N6945014R7578_Section_C.pdf

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	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government

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 non-performed work, the Government:
- (1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.
 - (2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 4 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 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.
 - (3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the

Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 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. ALTERNATE I (APR 1999). As prescribed in 46.407-100(a)(2) and 11.502(d), for military family housing maintenance, the following paragraph (g) may be added to the basic clause:

5252.246-9304 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK (OCT 2004)

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

Section F - Deliveries or Performance

F.1 LOCATION

As shown in Section C, the work to be performed under this solicitation and resulting contract is at Marine Corps Logistics Base (MCLB) Albany in Albany, Georgia.

F.2 CONTRACT TERM

The estimated start date is 23 April 2015. The initial contract term of performance is for one year. The entire duration of the contract if all options are exercised is 60 months. There are four option periods and each option period has a term of performance of twelve months. If the Government requires a shorter term or exercises an option for a period shorter than twelve months, the proposed monthly ELIN prices will be used as the basis for establishing the reduced term. The Government may extend the term of the contract in accordance with FAC 5252.217-9301, Option to Extend the Term of the Contract – Services incorporated into the resulting contract.

F.3 TRANSITION PERIOD

The Government intends to make award by 26 January 2015 to allow the successful offeror 30 days to mobilize and transition into place. 45 days prior to completion of the contract term the current contractor will be expected to commence demobilization and support the transition of the follow-on contractor.

F.4 DELIVERABLES

The files for SECTION F are provided as the following attachment posted on the NECO website at <https://www.neco.navy.mil/index.aspx>:

N6945014R7578_SECTION_F.PDF

NOTE: Deliverables requirements under the contract should be submitted to the Government via Electronic format. The file document(s) format should be Microsoft Office Version 2007 compatible and an unprotected version. The documents may be submitted via email as 'attachment(s)', file size permitting. Else, the deliverables should be submitted on a CD-ROM.

F.5 ECMRA REPORTING REQUIREME

NMCARS 5237.102(a)(1)(90)

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

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-APR-2015 TO 22-APR-2016	N/A	NAVFAC SOUTHEAST PATRICIA A MORGANS ROICC ALBANY-MCLB 5500 WALKER AVE, PO BOX 50365 ALBANY GA 31703-0365 229-639-5603 FOB: Destination	N69450
0002	POP 23-APR-2015 TO 22-APR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0003	POP 23-APR-2016 TO 22-APR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0004	POP 23-APR-2016 TO 22-APR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0005	POP 23-APR-2017 TO 22-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0006	POP 23-APR-2017 TO 22-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0007	POP 23-APR-2018 TO 22-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0008	POP 23-APR-2018 TO 22-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0009	POP 23-APR-2019 TO 22-APR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0010	POP 23-APR-2019 TO 22-APR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0011	POP 23-APR-2020 TO 22-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0012	POP 23-APR-2020 TO 22-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

FAC 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 95)

Within 20 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.

Section G - Contract Administration Data

G.1 CONTRACT ADMINISTRATION

Upon award, contract administration shall be assigned to:

NAVFAC SOUTHEAST
ROICC ALBANY
5500 Walker Ave.
Albany, GA 31704

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

FAC 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 change in work to be performed or increases in the scope of 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.

5252.216-9300 Appointment of Ordering Officer(s) (OCT 1996)

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

FAC 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)

FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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.

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

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

Section H - Special Contract Requirements

H.1 HISTORICAL AND ARCHAEOLOGI

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

H.2 CONSTRUCTION WORK

This procurement incorporates some major repair, minor construction and stand-alone demolition, which may be accomplished as part of sustainment. The following clauses are included herein and will apply to all construction work performed:

52.211-12	Liquidated Damages - Construction
52.222-5	Davis Bacon Act – Secondary Site of the Work
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.222-32	Davis-Bacon Act – Price Adjustment (Actual Method)
52.228-15	Performance and Payment Bonds – Construction (See Note Below)
52.236-3	Site Investigation and Conditions Affecting the Work
52.236-5	Material and Workmanship
52.236-6	Superintendence by the Contractor
52.236-7	Permits and Responsibilities
52.236-8	Other Contracts
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
52.236-10	Operations and Storage Areas
52.236-11	Use and Possession Prior to Completion
52.236-12	Cleaning Up
52.236-15	Schedules for Construction Contracts
52.236-17	Layout of Work
52.236-21	Specifications and Drawings for Construction
52.236-26	Preconstruction Conference
52.242-14	Suspension of Work
52.246-12	Inspection of Construction
5252.228-9300	Individual Surety/Sureties
5252.228-9305	Notice of Bonding Requirements

Note: All necessary performance, and payment bond requirements will be incorporated in construction task orders in accordance with the Miller Act (40 U.S.C. 3131 *et seq.*). Bonds are not required with your proposal submission in response to this solicitation.

H.3 COMMENCEMENT, PROSECUTION

Section I, Contract Clauses, incorporates FAR clause 52.211-10, Commencement, Prosecution and Completion of Work. This clause may be incorporated into task orders as applicable. The Government reserves the right to negotiate task order performance period if determined to be in the best interest of the Government.

H. 4 ORDERING

In accordance with DFARS clause 252.216-7006, Ordering, this authorizes additional methods for issuance of delivery or task orders under the resulting contract. Orders may be issued orally, by facsimile, and/or by electronic commerce methods.

H. 5 ORDER LIMITATIONS

Section I, Contract Clauses, incorporates FAR clause 52.216-19, Order Limitations. This clause is not applicable to the firm fixed price work and/or the Government-wide Commercial Purchase Card (GCPC) Program

H.6 DAVIS-BACON ACT

This solicitation and resulting contract is not primarily for construction; however, the specifications do include a requirement for some construction work to be performed in the United States. The applicable construction labor standards clauses incorporated herein apply to any major repair, minor construction and stand-alone demolition, which may be accomplished as part of Facility Investment and any construction effort performed under the IDIQ ELINs for construction/Davis-Bacon Act (DBA) efforts.

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	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988

52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-17	Nondisplacement of Qualified Workers	JAN 2013
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
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
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	JUL 2013

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
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
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
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
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0006	Line Item Specific: Proration	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAR 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012

252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements	OCT 2013
252.227-7000	Non-estoppel	OCT 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **SEE SECTION H** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than. The time stated for completion shall include final cleanup of the premises.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **SEE TABLE BELOW** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

Table 1: General Construction Projects

Project Cost	Estimated Liquidated Damages Per Calendar Day
\$ 2,000 - 25,000	\$ 80
\$ 25,000 - 50,000	\$ 110
\$ 50,000 - 100,000	\$ 140
\$ 100,000 - 500,000	\$ 200
Each additional \$100,000 - add \$50	

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Combination Firm Fixed Price Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

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 \$2500.00, 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 \$100,000.00;
- (2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within 3 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 2 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 or final task order completion date (whichever comes later).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 within 30 calendar days.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 561210- assigned to Solicitation Number N69450-14-R-7578/Contract Number TBD.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Employee Class	Schedule Step	Title	Monetary Wage
WG-10	2	Boiler Tender	\$ 23.28
WG-9	2	Carpenter, Maintenance	\$ 22.33
WG-10	2	Electrician, Maintenance	\$ 23.28
WG-9	2	Electronic Technician Maintenance II	\$ 22.33
WG-10	2	Elevator Installer and Repairer	\$ 23.28
WG-10	2	Fire Alarm System Mechanic	\$ 23.28
WG-8	2	General Maintenance Worker	\$ 21.49
WG-10	2	Electrician, Maintenance (Generator Mechanic)	\$ 23.28
WG-10	2	Heavy Equipment Mechanic	\$ 23.28
WG-10	2	HVAC Mechanic	\$ 23.28
WG-2	2	Laborer	\$ 14.37
WG-3	2	Laborer, Grounds Maintenance	\$ 15.70
WG-9	2	Locksmith	\$ 22.33
WG-10	2	Machinery Maintenance Mechanic	\$ 23.28
WG-5	2	Maintenance Trades Helper	\$ 18.32
WG-9	2	Painter, Maintenance	\$ 22.33
WG-4	2	Pest Controller	\$ 17.02
WG-5	2	Pipefitter, Maintenance	\$ 18.32
WG-10	2	Plumber, Maintenance	\$ 23.28
WG-5	2	Tractor Operators	\$ 18.32
WG-10	2	Transportation- Motor Vehicle Mechanic	\$ 23.28
WG-10	2	Transportation- Rigger	\$ 23.28
WG-9	2	Sewage Plant Operator (Wastewater Treatment Plant Operator)	\$ 22.33

WG-9	2	Water Plant Operator	\$	22.33
WG-10	2	Welder, Maintenance	\$	23.28

Note: Based on Federal Wage System Regular and Special Production Facilitating Wage Rate Schedules for the Albany, Georgia (RUS) Wage Area issued 3 February 2014. Fringe Benefits are not included in the monetary wage rates shown in the table above.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVFAC SOUTHEAST
ACQUISITION CORE Attn: Jacquelyn S. Jackson
PO BOX 30
NAS JACKSONVILLE
JACKSONVILLE, FL 32212-0030

(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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/VFDFARA.HTM>
https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars

(End of clause)

252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)

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

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

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

<http://www.oig.dhs.gov/> then click on "HOTLINE", then under Hot Links click on "DHS OIG Hotline Poster". Call the DHS OIG Hotline at (800) 323-8603.

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the date of contract award through 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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

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

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

(End of Clause)

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).

Navy Construction/Facilities Management Invoice

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

Inspection: N45201
Acceptance: N45201

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N69450
Admin DoDAAC	N45201
Inspect By DoDAAC	N45201
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N45201
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s) (Accept by)	N45201

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

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

TBD

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

TBD

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

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or

civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These Continuation of Essential Contractor Services are identified in the following annexes:

1502000 Facility Investment
1503020 Pest Control

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services. The Continuation of Essential Contractor Services is required in the following areas:

1502000 Facility Investment
1503020 Pest Control

During periods of crisis, the offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

FAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontractors 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 subcontractors' or consultants' agreements concerning the performance of this contract.

5252.216-9310, COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT (MAR 2002)

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as

Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

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

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

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

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

5252.216-9313 MAXIMUM QUANTITIES (JUN 1994)

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT" clause, the minimum guarantee of work is the firm fixed-price portion of the contract. The maximum dollar value of the contract is the total dollar value of the fixed-price and indefinite quantity Items. The maximum shall not be exceeded except as may be provided for by formal modification to the contract. (End of clause)

5252.216-9316 UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)

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

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

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

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

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

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

FAC 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.

FAC 5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

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

(a) Equity Securities (Stock):

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

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

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

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

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

(c) Real Property Interests:

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

(d) Persons Proposed as Individual Sureties:

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

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

5252.228-9302 Bid Guarantee (JAN 1996)

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

ALTERNATE II – As prescribed in 28.101(a)(3), for combination firm fixed-price/indefinite quantity facility support service contracts where the firm fixed-price portion constitutes the guaranteed minimum, substitute "...largest amount for which award can be made" in the basic provision with either "...the firm fixed-price portion of the contract. If the firm fixed-price portion and a minimum amount of the indefinite quantity portion will constitute the guaranteed minimum, substitute "...largest amount for which award can be made" for "...the firm fixed-price portion and the guaranteed minimum amount of the Indefinite Quantity portion of the contract."

FAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c) Prior to commencement of the work, the Contractor may be required to:
- (1) submit in writing his proposals for effectuating provision for accident prevention;
 - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

FAC 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.

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FAC 5252.245-9300 GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (DEC 1994)

In accordance with FAR 52.245-2, "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)" clause, Section I, the Government will provide the Contractor the use of Government-owned facilities, equipment, materials, and utilities for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

a. Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J-0200000-06. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

b. Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Attachment J-0200000-06.

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

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

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

c. Government-Furnished Material. The Government will furnish the material described in Attachment J-0200000-06 to the Contractor on a one time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

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

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Section J - Table of Contents list the Documents, Exhibits and Other Attachments for this Section are posted on the NECO website at <https://www.neco.navy.mil/index.aspx> with the solicitation.

The ACQUISITION documents are posted as individual file names as indicated in the table.

Section J – Table of Contents

ACQUISITION:

JB-1	JB-1 Supplemental Pricing (Provided as file name: N6945014R7578JB1FTEs.xls)
JL-1	Government Pre-award Inquiry Form (GPIF) (Provided as file name: N6945014R7578JL1GPIF.xls)
JL-2	DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION Form to Obtain Visitor’s Pass (Provided as file name: N6945014R7578JL2BASEACCESSPASS.xls)
JM-1	Past Performance Questionnaire (Provided as file name: N6945014R7578JM1PPQ.pdf)

The TECHNICAL documents are posted as individual file names as indicated in the table or “all-inclusive” under filename: N6945014R7578_Section_J.

0200000- Management and Administration Documents, Exhibits, and Other Attachments	
0200000 Management and Administration- Table of Contents	
ATTACHMENT NUMBER	ATTACHMENT TITLE
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS (provided as file name: N6945014R7578_Section_J020000002_WD.pdf)
J-0200000-03	DIRECTIVES, INSTRUCTIONS, AND REFERENCES
J-0200000-04	INVOICE FORM
J-0200000-05	FORMS
J-0200000-06	GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES
J-0200000-07	ENVIRONMENTAL PROTECTION STANDARDS
J-0200000-08	EXHIBIT LINE ITEM NUMBERS (provided as file name: N6945014R7578_Section_J-02000008_ELINs)
J-0200000-09	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

1502000- Facility Investment Documents, Exhibits, and Other Attachments	
1502000 Facility Investment- Table of Contents	
ATTACHMENT NUMBER	ATTACHMENT TITLE

J-1502000-01	DEFINITIONS AND ACRONYMS
J-1502000-02	REFERENCES AND TECHNICAL DOCUMENTS
J-1502000-03	FACILITIES PROPERTY INVENTORY
J-1502000-04	SITE MAP (Provided as file name: N6945014R7578_J150200004_sitemap)
J-1502000-05	HISTORICAL SERVICE ORDER WORKLOAD
J-1502000-06	HVAC AND REFRIGERATION SYSTEMS INVENTORY
J-1502000-07	ANNUAL HVAC PM CHECKLISTS
J-1502000-08	EXHAUST FANS SYSTEMS INVENTORY
J-1502000-09	WEIGHT SCALES INVENTORY
J-1502000-10	BOILER SYSTEMS INVENTORY
J-1502000-11	FIRE PROTECTION SYSTEMS INVENTORY
J-1502000-12	FIRE HYDRANT MAPS (Provided as file name: N6945014R7578_J150200012_FireHydrantMaps)
J-1502000-13	VERTICAL TRANSPORTATION EQUIPMENT (VTE) SYSTEMS INVENTORY
J-1502000-14	COMPRESSED AIR SYSTEMS INVENTORY
J-1502000-15	GENERATOR SYSTEMS INVENTORY
J-1502000-16	FORCE PROTECTION SYSTEMS INVENTORY
J-1502000-17	ABOVE GROUND STORAGE TANKS (ASTS) INVENTORY
J-1502000-18	DUST COLLECTOR SYSTEMS INVENTORY
J-1502000-19	ELECTRICAL SYSTEMS INVENTORY
J-1502000-20	NATURAL GAS STATION INVENTORY
J-1502000-21	BACKFLOW PREVENTION DEVICES INVENTORY
J-1502000-22	GREASE TRAP INVENTORY AND COLLECTION FREQUENCIES
J-1502000-23	EXHAUST HOODS AND DUCTS INVENTORY
J-1502000-24	HVAC WATER TESTING AND TREATMENT SYSTEMS INVENTORY
J-1502000-25	BOILER/HOT WATER HEATER WATER TESTING AND TREATMENT SYSTEMS INVENTORY
J-1502000-26	REVERSE OSMOSIS SYSTEM INVENTORY

1503020- Pest Control Documents, Exhibits, and Other Attachments	
1503020 Pest Control- Table of Contents	
ATTACHMENT NUMBER	ATTACHMENT TITLE
J-1503020-01	DEFINITIONS AND ACRONYMS
J-1503020-02	PLANNED PESTICIDE USE SHEET
J-1503020-03	REFERENCES AND TECHNICAL DOCUMENTS
J-1503020-04	GUIDANCE FOR CONTRACTOR WORK PLAN
J-1503020-05	FREQUENCIES FOR SCHEDULED WORK
J-1503020-06	NUISANCE PEST REQUIREMENTS
J-1503020-07	DISEASE VECTOR OR HEALTH PEST REQUIREMENTS
J-1503020-08	STRUCTURE DAMAGING PEST REQUIREMENTS
J-1503020-09	VERTEBRATE PEST REQUIREMENTS

J-1503020-10	TERMITE CONTROL SPECIFICATIONS
J-1503020-11	HISTORICAL INFORMATION FOR PEST CONTROL SERVICE ORDERS
J-1503020-12	PEST MANAGEMENT OPERATIONS REPORT

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-8 Annual Representations and Certifications JAN 2014

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52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal 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 () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) - ALTERNATE I (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is N561210.

(2) The small business size standard is \$35.5M.

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

(b) 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 (b)(1) of this provision.) The offeror represents, for general statistical purposes, 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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

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 (a) of this provision.

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; or

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

(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 small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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)

Section L - Instructions, Conditions and Notices to Bidders

L.1 PERIOD OF ACCEPTANCE

Due to the evaluation and review requirements for this procurement, the offeror agrees to hold its offer firm for 120 calendar days from the date specified for receipt of offers.

L.2 PROPOSAL DELIVERY

Proposals shall be clearly marked "SOLICITATION N69450-14-R-7578 MULTI-FUNCTION SERVICES MARINE CORPS LOGISTICS BASE, ALBANY, GEORGIA, and sent to the following address:

U. S. Mail:	Other Delivery Services including FedEx and UPS:	Hand-delivered:
NAVFAC Southeast	NAVFAC Southeast	NAVFAC Southeast
FSC-BOS ACQ Core ATTN: Dawn Bradshaw	FSC-BOS ACQ Core ATTN: Dawn Bradshaw	Bldg. 903 Lobby Area, Yorktown Ave.
Box 30	Bldg. 903, Yorktown Ave.	NAS Jacksonville
NAS Jacksonville	NAS Jacksonville	Jacksonville, FL 32212-0030
Jacksonville, FL 32212-0030	Jacksonville, FL 32212-0030	<i>See instructions below. Contact Dawn Bradshaw at (904) 542-8815 or Cari Fiebach at (904) 542-5117 upon arrival at the building for proposal delivery.</i>

No other markings shall be used on the envelope or package(s). Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2004).

For hand-delivered proposals:

Due to increased security at all military installations, Offerors 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 MCLB Albany 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 submit a DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION form at least five days prior to the date of the visit. (ATTACHED IN NAVY ELECTRONIC COMMERCE ONLINE (NECO), (<https://www.neco.navy.mil/index.aspx>) as file titled: N6945014R7578JL2BASEACCESSPASS.pdf). The DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION form shall be electronically forwarded to Dawn Bradshaw at dawn.bradshaw@navy.mil. Individuals must provide vehicle registration, proof of insurance, and/or rental car contract. Each person requesting a temporary pass must be sponsored by either a military member or a base civil service government employee prior to driving onto the base. Only persons who have been sponsored can be issued a temporary pass. Personnel and vehicle one-day passes must be obtained at the Pass and ID Office on Yorktown Avenue, Building 9. It is imperative that all potential offerors adhere to this notice in order to avoid delay in submitting your proposal. Also, be advised by this notice that the level of security at NAS Jacksonville may change at any time. As the level of security heightens, the amount of time required to gain access to the base also increases. Contact the contract specialist or the contracting officer, via the email address(es) above, to coordinate hand-delivered proposals at least two days prior to the date and time established for proposal submission.

L.3 ADDITIONAL RFP FILES

REQUEST FOR PROPOSAL (RFP) FILES: Solicitation files are posted to the Navy Electronic Commerce Online (NECO) website (<https://www.neco.navy.mil/index.aspx>) as mandated by our agency. It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

L.4 PRE AWARD INQUIRY FORM

All Government Preaward Inquiries/Requests for Information shall be submitted in writing to the contract specialist at: dawn.bradshaw@navy.mil (with a copy to cari.fiebach@navy.mil) prior to the Government cutoff date of: 5:00PM EDT 30 JUNE 2014. All questions must be submitted on the provided Government Preaward Inquiry Form attached in Navy Electronic Commerce Online (NECO), (<https://www.neco.navy.mil/index.aspx>) as file titled: N6945014R7578JL1GPIF.xls. It is the Offeror's responsibility to verify receipt of all questions with the contract specialist, Dawn Bradshaw (904) 542-8815.

L.5 INCURRED EXPENSES

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

L.6 NO ALTERNATE OR MULTIPLE P

Neither multiple proposals, nor alternate or alternative proposals will be considered in the evaluation.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.233-2	Service Of Protest	SEP 2006
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.237-1 SITE VISIT (APR 1984)

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

(End of provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

(a) **PROPOSAL REQUIREMENTS.** The responsibility determination, non-price proposal, and the price/cost proposal shall be submitted in separate volumes. The non-price proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The non-price 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) Responsibility Determination Binder: 2 (1 original and 1 copy) copies of the responsibility determination information. With the responsibility determination binder, submit the following:
 - a. Submit completed and signed Standard Form 33 with the applicable DUNS Number and CAGE code of the offeror provided on the face of the SF-33. Ensure the SF-33 includes the appropriate name and address of any newly formed joint venture/partnership arrangement if applicable;
 - b. Submit acknowledgement of all amendments;
 - c. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
 - d. Submit individual representations and certifications if System for Award Management (SAM) representations and certifications are not complete in accordance with FAR 52.204-99;
 - e. The offeror shall provide the latest three complete fiscal year financial statements, certified by an independent accounting firm or at least by an authorized officer of the organization. If a new joint venture/teaming/partnership arrangement is being proposed, include the latest three complete fiscal year financial statements for each firm, certified by an independent accounting firm or at least by an authorized officer of the organization.
 - f. Submit evidence of availability of working/operating capital from an independent financial institution, which will be used for the performance of the resultant contract.
 - g. If joint venture/teaming/partnership arrangement is being proposed, include copies of agreements and letters of commitment signed by the appropriate individuals of each firm. Agreements must include company name, DUNS number, address, point of contact, email address, phone number and fax number. The agreements shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm/joint venture/team/partnership. Offerors proposing significant subcontracts (subcontracts exceeding 10% of the total contract value) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify contribution to the planned arrangement in terms of the type and proportion of work to be performed. For Joint Venture arrangements discuss the financial responsibilities among the companies.
 - h. Offerors shall submit plan in accordance with DFARS 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010).
 - i. Submit two copies of the entire Responsibility Determination information on CD filed inside the cover of the "Original" hard copy Responsibility Determination binder.
 - j. Paper should be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Double-side printing is permitted. Text will be black using a font no smaller than 11 point, Times New Roman or Courier.
 - k. There is no page limitation on the responsibility determination submission. Double-side printing is permitted.
- (2) Price Proposal Binder: 3 (1 original and 2 copies) copies of the cost/price proposal. With the price proposal, submit the following:
 - a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
 - b. Submit all Price factor requirements;
 - c. Submit three copies of the entire Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Price Proposal binder. Acceptable readable/searchable formats include MS Word, Excel, and searchable PDF.

- d. Offerors shall submit pricing spreadsheet data (Section B, Section J Attachment J-02000008 Exhibit Line Item Numbers) in hard copy and in EXCEL (Microsoft Office Version 2007 compatible) format on a CD-ROM. Formulas shall be traceable. Failure to do so may be cause to render the offer non-responsive. Offerors may utilize the pricing attachments in EXCEL (Microsoft Office Version 2007 compatible) format in Section J for submission of pricing data. Because the pricing evaluation will concentrate on the electronic files submitted, in the event of a discrepancy between the price proposal hard copies and the price proposal electronic copies, the price proposal electronic copies will take precedence.
 - e. Paper should be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Text will be black using a font no smaller than 11 point, Times New Roman or Courier. Double-side printing is permitted. For larger spreadsheets, the offeror may submit folded 11 by 17 inch sheets with printing on one side only.
 - f. Offerors shall put company name on every pricing page.
 - g. There is no page limitation on the pricing proposal.
- (3) Non-Price Proposal Binder: 5 (1 original and 4 copies) copies of the non-price proposal. With the non-price proposal, submit the following:
- a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
 - b. Submit all Non-Price factor requirements divided. Each Non-Price factor must have an individual tab divider;
 - c. Submit three copies of the entire Non-Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Non-Price Proposal binder. Acceptable readable/searchable formats include word, excel, and searchable PDF. In the event of a discrepancy between the Non-Price proposal hard copies and the Non-Price proposal electronic copies, the Non-Price proposal hard copies will take precedence.
 - d. State a clear acknowledgement within the beginning of the binder that nothing in the following proposal is meant to supersede or reduce any of the individual requirements to which the offer addresses. It is the Government's intent to incorporate the offeror's proposal into the final contract while at the same time eliminating any contradictory or conflicting requirements between the two. In the event of a conflict between any part or parts of the offer and part or parts of the requirement, the government has the right to selectively choose that part or those parts which are the more advantageous of the two.
 - e. The non-price proposal submittal shall not exceed 100 pages. Blank tab dividers are excluded from the page limitation. Past Performance Questionnaires and Contractor Performance Assessment Reports will not count toward the page limitation.
 - f. Offerors shall put company name on every Non-Price page.
 - g. Paper will be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Text will be black using a font no smaller than 11 point, Times New Roman or Courier. Double-side printing is allowed; however each side will be counted as one page.
 - h. Foldouts are only permitted for the organization charts. Foldouts are limited to 11 by 17 inch white paper that must be folded to fit within the 3-ring D-binder, printing on one side only. 11 by 17 foldouts are considered one page.
- (4) All binder covers and spine inserts will contain the solicitation number and title, the offeror's name including individual point of contact, with phone number AND email address.
- (5) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION 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)

FAC 5252.237-9302 SITE VISIT (JUL 1995)

(a) The site will be conducted on Tuesday, 24 June 2014. A site visit itinerary will be provided on the day of the site visit.

1. Arrangements and Special Instructions for the site visit are indicated below. Any other site related information will be provided via amendment.

MULTI FUNCTION – FACILITY INVESTMENT AND PEST CONTROL SERVICES
MARINE CORPS LOGISTICS BASE (MCLB) ALBANY

DATE OF VISIT: TUESDAY, 24 JUNE 2014

TIME OF SITE VISIT: 10:00 AM EDT

MEETING LOCATION FOR SITE VISIT: I&E TRAINING ROOM, RM# 119, BUILDING 5501 WALKER AVENUE, AT MCLB ALBANY, GA

NOTICES and SPECIAL INSTRUCTIONS TO ALL CONTRACTOR SITE VISIT PARTICIPANTS

- (a) ALL PARTICIPANTS MAY BE SUBJECT TO SCAN OR SEARCH. SEARCHES/SCANS MAY CONSTITUTE USE OF GUARD DOGS AND/OR OTHER DETECTION DEVICES, INSTRUMENTS OR SECURITY METHODS/PROCEDURES. SECURITY PERSONNEL AND GUARD DOGS COULD BE PRESENT AT VARIOUS LOCATIONS DURING THE SITE VISIT.
- (b) NO PARTICIPANT WILL BE ALLOWED TO CARRY ANY OF THESE ITEMS ON THE BASE: CAMERAS OR CAMERA PHONES, KNIVES OR WEAPONS, PACKAGES OR BRIEFCASES.
- (c) NO FOREIGN NATIONALS WILL BE PERMITTED TO PARTICIPATE IN THE SITE VISIT.

ALL CONTRACTORS MUST COMPLY WITH THE SITE VISIT INSTRUCTIONS PROVIDED BELOW:

1. A Pre-proposal meeting will be held at the I&E Conference Room, Room #119, Building 5501 Walker Avenue, at MCLB Albany, GA on Tuesday, 24 June 2014 at 10:00 AM EDT. Point of contact is Patty Morgans (229) 639-5603 patricia.a.morgans@navy.mil.

2. No forms are needed. Full names and company names must be submitted to patricia.a.morgans@navy.mil and dawn.bradshaw@navy.mil no later than 4:00 PM EDT 20 June 2014. Please note that all visitors must enter through the Main Gate on Fleming Road after stopping at Building 3010 which is the building OUTSIDE of the Main Gate. Attendees should arrive no later than 9:30 AM EDT to obtain a day pass at the Pass & ID Section, Building 3010. To obtain this pass you must present a valid driver's license/identification, proof of vehicle insurance, and vehicle registration. If rental car you must present the rental agreement.

3. Should special accommodations such as handicapped bus/van access be required to attend the site visit, provide a "Request for Special Accommodations" letter identifying what specific accommodations are needed and how many individuals require these accommodations. This letter must be submitted via email no later than 20 June 2014. Early submission of requests is highly encouraged. Every effort will be made to accommodate reasonable requests.

- (d) EACH CONTRACTOR IS LIMITED TO THREE (3) PARTICIPANTS

- (e) THERE WILL ONLY BE ONE SCHEDULED SITE VISIT FOR THIS SOLICITATION. CONTRACTORS WILL NOT BE ALLOWED ACCESS ON ANY OTHER DATES TO VIEW THE SITE.
- (f) CONTROLLED ACCESS POINTS MAY NOT BE AVAILABLE ON THE DATE OF THE SITE VISIT. ALL SERVICE REQUIREMENTS TO INCLUDE CONTROLLED ACCESS AREAS ARE IDENTIFIED IN THE SOLICITATION.

NO QUESTIONS WILL BE ANSWERED AT THE SITES. ALL QUESTIONS SHOULD BE SUBMITTED IN WRITING TO THE CONTRACTING OFFICER POINT OF CONTACT AT: dawn.bradshaw@navy.mil PRIOR TO THE RFI CUT OFF DATE OF: 5:00PM EDT 30 JUNE 2014. ALL PROSPECTIVE OFFERORS SUBMITTING REQUEST FOR INFORMATION (RFI) QUESTIONS MUST BE SUBMITTED ON THE PROVIDED GOVERNMENT PREAWARD INQUIRY FORM ATTACHED IN NAVY ELECTRONIC COMMERCE ONLINE (NECO), (<https://www.neco.navy.mil/index.aspx>) as file titled: N6945014R7578GPIF.xls. ALL RFIs SHALL BE SUBMITTED TO DAWN BRADSHAW AND CARI FIEBACH AT dawn.bradshaw@navy.mil. AND cari.fiebach@navy.mil or faxed to (904)542-5723 (If submitting a fax, please contact Dawn Bradshaw at (904) 542-8815 to ensure receipt).

- (g) ALL CONTRACTORS SHALL MEET AT THE DESIGNATED LOCATION AND TIME INDICATED IN THE SITE VISIT INSTRUCTIONS ABOVE.
- (h) A VALID GOVERNMENT-ISSUED PHOTO IDENTIFICATION WILL BE REQUIRED (Driver's License, Passport, ETC) FOR THIS SITE VISIT.
- (i) SECURITY PERSONNEL WILL BE PRESENT FOR IDENTIFICATION VERIFICATION AND ISSUANCE OF THE CONTRACTOR VISITOR PASS.

IT SHOULD BE NOTED BY EACH PARTICIPANT, THAT SUBMISSION OF THE REQUEST FOR ACCESS DOES NOT INDICATE ACCESS WILL BE GRANTED. THE MCLB ALBANY SECURITY OFFICE WILL BE THE DECIDING AUTHORITY IN DETERMINING BASE ACCESS. ALSO, YOU ARE HEREBY ADVISED BY THIS NOTICE THAT THE LEVEL OF SECURITY AT MCLB ALBANY AND OTHER SITE LOCATIONS MAY CHANGE AT ANY TIME. AS THE LEVEL OF SECURITY HEIGHTENS, THE AMOUNT OF TIME REQUIRED FOR ENTRANCE TO THE BASE AND OTHER LOCATIONS ALSO INCREASES. IN ADDITION, THE SITE VISIT MAY BE CANCELED BY THE GOVERNMENT AT ANY TIME DUE TO CHANGES IN THE LEVEL OF SECURITY. CONTRACTORS ARE RESPONSIBLE FOR ANY COSTS INCURRED TO PARTICIPATE IN THIS SITE VISIT.

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD
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 proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

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 tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non cost/price factors:

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

(i) Provide a completed Section B, Supplies or Services and Prices, of the solicitation.

(ii) Provide a completed Section J Exhibit Line Item Number (ELIN) Pricing Attachment. There are multiple worksheets within this file that require completion.

(iii) Offerors shall submit pricing data (Section B and Section J Exhibit Line Item Numbers Attachment) in hard copy and in EXCEL (Microsoft Office Version 2007 compatible) format on a CD-ROM. Failure to do so may be cause to render the offer non-responsive. Offerors may utilize the pricing attachments in EXCEL (Microsoft Office Version 2007 compatible) format in Section J for submission of pricing data. Because the pricing evaluation will concentrate on the electronic files submitted, In the event there is a discrepancy between the Section J ELIN pricing and the Section B CLIN price, the Section B CLIN will be held to be the intended offer.

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

The Government will evaluate remaining pricing submittals to ensure the following:

- (i) Pricing submitted within Section B and Section J Exhibit Line Item Number (ELIN) Pricing is consistent.
- (ii) Fair and reasonable ELIN/unit pricing and identification of unbalanced pricing as appropriate.

(b) Non-cost/price Factors:

(1) Factor 1, Corporate Experience:

(i) Solicitation Submittal Requirements: The offeror shall submit a minimum of two (2) to a maximum of five (5) examples of recent, relevant projects completed by the offeror as the prime

contractor that best demonstrates the offeror's experience successfully executing and managing projects similar in size, scope, and complexity to the Performance Work Statement (PWS) under this RFP.

Projects shall have a total value of \$3 million per year or higher and completed within the past seven years from the date of issuance of this RFP. For each project the offeror shall provide:

- a) Contract number, title, location, and original award date.
- b) Type of Contract (i.e. fixed price, cost reimbursable, etc.)
- c) Client points of contact with current telephone and facsimile numbers, and electronic mail addresses if available (Confidential clients are not acceptable and will result in non-consideration of the project). Failure to provide an acceptable point of contact and a correct telephone number may result in a lower rating.
- d) Description of work (service) performed- similar scope, size and complexity.
- e) Describe the relevance of the project to this solicitation.
- f) Percentage of the work that your firm subcontracted out.
- g) Provide the final/revised contract completion date.
- h) Dollar value; annually and contract life.

An offeror may rely on the prime contractor experience of corporate affiliates (e.g., subsidiaries, sister companies and parent companies) to demonstrate experience, providing the offeror submits the following:

- a) A one-page narrative clearly demonstrating that the corporate affiliates will have meaningful participation in the project by identifying the personnel or resources from the corporate affiliates that will be dedicated to the project; and
- b) An organization chart that demonstrates the corporate relationship of the affiliates.

(ii) Basis of Evaluation: For experience, the Government seeks to evaluate the relevant experience of the offeror as a prime contractor directly responsible to the owner; managing multiple subcontractors and coordinating with multiple stakeholders. Projects completed by the offeror or its corporate affiliates (e.g., subsidiaries, sister companies, and parent companies) in any capability other than a prime contractor will be considered unacceptable. Projects completed by a proposed subcontractor will be considered unacceptable. Projects ongoing with less than 12 months of contract performance completed by the date of receipt of proposals, or projects completed more than seven (7) years prior to the issuance of the RFP will be considered unacceptable. Projects with a total value below \$3M per year will be considered unacceptable. The prime contractor does not have to self-perform all the work identified in the PWS; however, the prime contractor must demonstrate that it has managed projects that included these services. If the offeror is a Joint Venture (JV), each member of the JV must demonstrate prime contractor experience on at least one relevant project. If each member of the Joint Venture does not have at least one relevant experience project, then the offeror will be considered unacceptable. For multiple award contracts (MACs) or indefinite delivery/indefinite quantity (ID/IQ) contracts, the specific relevant task order(s) that constitute a single project on the same site, not the entire MAC or ID/IQ contract, will be considered a project for evaluation purposes. Offerors who demonstrate projects that exceed experience requirements may be rated higher. Offerors who demonstrate experience without relying on corporate affiliates (e.g., subsidiaries, sister companies, and parent companies) may be rated higher.

(2) Factor 2, Management and Technical Approach

- (i) Solicitation Submittal Requirements:

a) The offeror shall clearly demonstrate its understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement. The offeror shall address each of the following components separately:

(1) Describe staffing levels for the entire contract effort. Provide a completed summary Attachment JB1 FTE for the total effort to include the prime contractor and all subcontractors for the Base Period. In summary, provide the rationale for the Basis of Estimate (BOE) including each specification item listed in Section J Attachment JB1 FTE. BOE shall include individual labor classifications, annual direct and indirect labor hours, and FTEs for performing the service requirements. Detailed estimate worksheets are not required.

(2) Include the methodology to be implemented to accomplish the performance requirements in each annex/sub-annex and detail how the proposed approach will effectively achieve each performance objective and standard. The offeror's methodology shall demonstrate an approach to performing all requirements for facility investment service orders, facility investment preventive maintenance program, facility investment inspection and testing program, facility investment other recurring services program, scheduled pest control services, and unscheduled pest control services. The offeror's methodology clearly demonstrates an understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement.

(3) Scheduling. Provide the methodology used (i.e. management indicators) to determine if/when there is a need to adjust the recurring work schedule. Describe scheduling procedures that will minimize interference with normal occurrence of Government business and the flexibility to adjust schedules to allow for access outside regular working hours and the flexibility to adjust to workload fluctuations. Describe procedures to manage foreseeable fluctuations in workload, for handling workload surges for IDIQ orders and natural disasters that could occur.

(4) Quality Control Management. Provide a summary "Quality Control Plan" (QC), i.e. the quality processes (practices, resources, and activities) and minimum controls that will be used to ensure full compliance with all performance objectives and standards as described in Section C 0200000 Management and Administration. Describe the methods to be used to document, measure, and control and improve the quality processes. Describe the plan for training employees in the quality processes. Limit the Quality Control Management submission to no more than five (5) pages.

(5) Phase-In and Phase-Out Plans. Provide an approach to each phase-in and phase-out plan. The phase-in plan is limited to no more than 30 calendar days. Each plan shall include: 1) a schedule for all key events; 2) personnel actions and responsibilities regarding employees at all levels; acquisition, delivery, storage, inventory and disposal of equipment, working stock, and materials (to include inbound items as applicable).

(ii) Basis of Evaluation: This factor will be evaluated as an overall factor with no sub-factors. The standard is met when the offeror demonstrates an acceptable understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement. The Government will evaluate the proposal to ensure the offeror's approach demonstrates the following: (1) adequate staffing levels supported by a reasonable Basis of

Estimate (BOE); (2) an approach/methodology to effectively achieve performance objectives and standards that reflects the best industry and/or commercial practices for each performance objective and standard; (3) an approach that demonstrates an effective and resource efficient approach to scheduling, quality control, phase-in and phase-out plans.

(3) **Factor 3, Safety:**

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

(1) Experience Modification Rate (EMR): For the three previous complete calendar years [2011, 2012, 2013] submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years [2011, 2012, 2013] submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

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

(ii) Basis of Evaluation: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

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

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

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

(4) **Factor 4, Past Performance:**

(i) Solicitation Submittal Requirements:

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or to submit to the client for each project the offeror includes in its proposal for Factor 1, Corporate Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment N6945014R7578 JM1 PPQ), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Dawn Bradshaw via email at dawn.bradshaw@navy.mil, and Cari Fiebach, via email at cari.fiebach@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last five (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), inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS),

Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

The Government will evaluate past performance information of team members that have relevant experience and will perform major or critical aspects of the requirement. Offerors must clearly name and describe the work previously performed on prior contracts, as well as a description of the work that will be performed on this contract, by any subcontractor, parent company, subsidiary, affiliate, predecessor, or key personnel that will perform major or critical aspects of the requirement, in order for the Government to evaluate that entity for Factor 4.

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.

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

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

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.232-15	Progress Payments Not Included	APR 1984