

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 87	
2. CONTRACT NO.		3. SOLICITATION NO. N69450-15-R-2115	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 01 Apr 2015	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:
		TEL: FAX: 904-542-6942					

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (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 CHRISTINE L. HOLLY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 904-542-0191	C. E-MAIL ADDRESS christine.holly@navy.mil
---------------------------	-------------------------------	---	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 3	X	I	CONTRACT CLAUSES	25 - 47
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	4 - 12	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	13	X	J	LIST OF ATTACHMENTS	48 - 68
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	14 - 16	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	69 - 73
X	F	DELIVERIES OR PERFORMANCE	17 - 19				
X	G	CONTRACT ADMINISTRATION DATA	20 - 21	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	74 - 80
X	H	SPECIAL CONTRACT REQUIREMENTS	22 - 24	X	M	EVALUATION FACTORS FOR AWARD	81 - 87

OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	---

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

AWARD (To be completed by Government)

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

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

Section A - Solicitation/Contract Form

SOLICITATION/CONTRACT FORMA.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 outcomes to be achieved include all labor, management, supervision, tools, materials, equipment, and transportation to effectively execute provide multi-function services under Sub-annexes 1502000 Facility Investment and 1700000 Base Vehicle Support and Equipment (BSVE) at Commander Naval Installation Command, Corpus Christi Army Depot, Defense Logistics Agency, Bureau of Medicine and Surgery, Corpus Christi, Naval Facilities Engineering Command, NAS Kingsville and within the commuting area. Specific requirements will be stated in the Performance Work Statement (PWS). The outcomes for this acquisition are consistent with FAR 37.101 definition of service contracts.

A.3 COMPETITION ENVIRONMENT

This contract is solicited as 100% set-aside for 8(a) certified small businesses.

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 N69450-10-D-0770, which is due to expire on 30 September 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 N69450-10-D-0770

EML/BMAR Joint Venture IV, LLC
318 Seaboard Ln, Suite 106
Franklin, TN 37067-8276

	<u>Period of Performance</u>	<u>FFP</u>	<u>IDIQ</u>	<u>Total</u>
Base	1 Oct 2010 - 30 Sept 2011	\$936,190.44	\$1,100,734.00	\$2,036,924.44
Option 1	1 Oct 2011 - 30 Sept 2012	\$917,319.24	\$1,100,734.00	\$2,018,053.24
Option 2	1 Oct 2012 - 30 Sept 2013	\$940,289.76	\$1,100,734.00	\$2,041,023.76
Option 3	1 Oct 2013 - 30 Sept 2014	\$886,698.66	\$1,100,734.00	\$1,987,432.66
Option 4	1 Oct 2014 - 30 Sept 2015	\$913,671.81	\$1,100,734.00	\$2,014,405.81
Totals		\$4,594,169.9 1	\$5,503,670.00	\$10,097,839.91

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year FFP FFP Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS/Sub-ELINS A001 through A006 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Base Period FFP.	UNDEFINED	Each		

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

MAX
 NET AMT

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

Base Year IDIQ
FFP

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS A700 through A706 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Base Period IDIQ..

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

MAX
NET AMT

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

Option Year 1 FFP
FFP

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS/Sub-ELINS B001 through B006 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Option Year 1 FFP.

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

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Year 1 IDIQ FFP	UNDEFINED	Each		

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS B700 through B706 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Option Year 2 IDIQ.

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

MAX
NET AMT

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

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS/Sub-ELINS C001 through C006 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Option Year 2 FFP.

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

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Option Year 2 IDIQ FFP	UNDEFINED	Each		

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS C700 through C706 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Option Year 2 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
0007 OPTION	Option Year 3 FFP FFP	UNDEFINED	Each		

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS/Sub-ELINS D001 through D006 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Option Year 3 FFP.

FOB: Destination

MAX
NET AMT

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

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS D700 through D706 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Option Year 3 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 Year 4 FFP FFP	UNDEFINED	Each		

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS/Sub-ELINS E001 through E006 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Option Year 4 FFP.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Option Year 4 IDIQ FFP	UNDEFINED	Each		

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS E700 through E706 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - Option Year 4 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 Option FFP FFP	UNDEFINED	Each		

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS/Sub-ELINS F001 through F006 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - 52.217-8 Option FFP.

FOB: Destination

MAX
NET AMT

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

Recurring multi-function services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS F700 through F706 from Attachment J-0200000-08, Exhibit Line Item Numbers, under file name: N69450-15-R-2115_J-0200000-08.xls, worksheet ELIN - 52.217-8 Option IDIQ.

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

MAX
NET AMT

SECTION B

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 12 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 FAR 52.217-8 Option. Therefore the total of ELINs A001AA through A006AE will be the amount you should enter in Section B CLIN 0001. The total of A700 through A706 will be the amount you should enter in Section B CLIN 0002. The total of B001AA through B006AE will be the amount you should enter in Section B CLIN 0003. And the total of B700 through B706 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 OPTION PERIODS

This contract incorporates Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act) Wage Determinations and Service Contract Labor Standards (formerly known as the Service Contract Act (SCA) of 1965) Wage Determinations. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Labor Standards—Price Adjustment Clause, FAR 52.222-43 and subparagraph (b) of the Construction Wage Rate Requirements—Price Adjustment Clause, FAR 52.222-32 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Labor Standards covered employees and/or Construction Wage Rate Requirements 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 Service Contract Labor Standards wage determination or Construction Wage Rate Requirements wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$
0007		\$		\$
0008		\$		\$
0009		\$		\$
0010		\$		\$
0011		\$		\$
0012		\$		\$

Section C - Descriptions and Specifications

SECTION C

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>:

N6945015R2115_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 REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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.

5252.246-9303 Consequences of Contractor's Failure To Perform Required Services.

The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE.

“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 10 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 30 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 10 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 25 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 10 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.

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

SECTION F

F.1 LOCATION

As shown in Section C, the work to be performed under this solicitation and resulting contract is at Naval Air Station (NAS) Corpus Christi, TX and NAS Kingsville, TX.

F.2 CONTRACT TERM

The estimated start date is 1 October 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 one year. If the Government requires a shorter term or exercises an option for a period shorter than six 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 31 August 2015 to allow the successful offeror 30 days to mobilize and transition into place. 30 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>:

N6945015R2107_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 REQUIREMENTS

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 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
0006	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
0007	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
0008	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
0009	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination	
0010	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination	
0011	POP 01-OCT-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	
0012	POP 01-OCT-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

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

SECTION GG.1 CONTRACT ADMINISTRATION

Upon award, contract administration shall be assigned to:

NAVFAC SOUTHEAST
 PWD CORPUS CHRISTI
 8851 OCEAN DRIVE, BLDG 19
 CORPUS CHRISTI, TX 78419-5525

CLAUSES INCORPORATED BY REFERENCE

52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
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:

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

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

 X 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

SECTION HH.1 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

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 Contractor Support of Electronic Contracting (DOD EMALL)

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

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

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

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

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

The following ELINS will be available for ordering via DOD eMail:

ELIN	Short Description
X706	Towing

H.3 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
52.222-32	Davis-Bacon Act – Price Adjustment (Actual Method)
52.228-2	Additional Bond Security
52.228-15	Performance and Payment Bonds – Construction (See Note Below)
52.236-2	Differing Site Conditions
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
52.236-13	Accident Prevention
52.236-14	Availability and Use of Utility Services
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
52.243-4	Changes
52.243-5	Changes and Changed Conditions
52.246-12	Inspection of Construction
52.246-21	Warranty of Construction
52.249-10	Default (Fixed-Price Construction
252.236-7000	Modification proposals – price breakdown
252.236-7001	Contract drawings and specifications
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.4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

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.5 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.6 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.7 CONSTRUCTION WAGE RATE REQUIREMENTS APPLICABILITY

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/Construction Wage Rate Requirements efforts.

H.8 DFARS 211.106

Identification as Contractor Employee:

The Contractor shall be responsible for furnishing to each employee and for requiring each employee to display identification as a Contractor employee (i.e. introduction, badge, other identification) as may be approved and directed by the KO. Distinction as a Contractor employee should be available at all times including in meetings with Government personnel, telephone conversations, and in formal and informal written correspondence. Prescribed Government identification cards shall be immediately delivered to the KO for cancellation upon release of any employee.

Section I - Contract Clauses

SECTION**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**, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 10 days after request for final inspection. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

Insert contract type which is most often: Combination Firm Fixed Price Indefinite Delivery Indefinite Quantity

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

Under notice of intent to extend as: 14 days before the contract expires.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

<http://www.arnet.gov/far>

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

https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Part 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)

Poster(s) Obtain 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.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-12	Liquidated Damages--Construction	SEP 2000
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
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014

52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-32	Construction Wage Rate Requirements--Price Adjustment (Actual Method)	MAY 2014
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American--Supplies	MAY 2014
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
52.228-2	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	MAY 2014
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	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
52.237-3	Continuity Of Services	JAN 1991
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7008	Only One Offer	OCT 2013
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014

252.227-7000	Non-estoppel	OCT 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
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
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
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](#), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 10 days after request for final inspection. The time stated for completion shall include final cleanup of the premises.

(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 \$2,500 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those

supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$500,000; 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 31 March 2021.

(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 days**.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **14 calendar days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5.5 years (66 months)**.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code **561210** assigned to contract number **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 2014)

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

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

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	\$26.58

WG -9	2	Carpenter, Maintenance	\$25.42
WG -10	2	Electrician, Maintenance	\$26.58
WG -9	2	Electronic Technician Maintenance II	\$25.42
WG -10	2	Elevator Installer and Repairer	\$26.58
WG -10	2	Fire Alarm System Mechanic	\$26.58
WG -8	2	General Maintenance Worker	\$24.17
WG -10	2	Electrician, Maintenance (Generator Mechanic)	\$26.58
WG -10	2	Heavy Equipment Mechanic	\$26.58
WG -10	2	Heavy Equipment Operator	\$26.58
WG -10	2	HVAC Mechanic	\$26.58
WG -2	2	Laborer	\$15.46
WG -9	2	Locksmith	\$25.42
WG -10	2	Machinery Maintenance Mechanic	\$26.58
WG -5	2	Maintenance Trades Helper	\$20.23
WG -9	2	Painter, Maintenance	\$25.42
WG -10	2	Pipefitter, Maint	\$26.58
WG -9	2	Plumber, Maintenance	\$25.42
WG -10	2	Transportation -Motor Vehicle Mechanic	\$26.58
WG -10	2	Transportation -Rigger	\$26.58
WG -9	2	Sewage Plan Operator (Wastewater Treatment Plant Operator)	\$25.42
WG -9	2	Water Plant Operator	\$25.42
WG -10	2	Welder, Maintenance	\$26.58

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 these addresses:

<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)

CLAUSES INCORPORATED BY FULL TEXT

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/VDFDARA.HTM>

https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [Part 201](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Investigative Policy and Oversight, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 11H25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2015)

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

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

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

<http://www.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.

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-0006 LINE ITEM SPECIFIC: PRORATION. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(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 _____ through _____ [insert dates].

(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)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The (insert name of SBA's contractor) will notify the (insert name of contracting agency) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(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).

TBD

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

TBD

(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	<u>TBD</u>
Issue By DoDAAC	<u>TBD</u>
Admin DoDAAC	<u>TBD</u>
Inspect By DoDAAC	<u>TBD</u>
Ship To Code	<u>TBD</u>
Ship From Code	<u>TBD</u>
Mark For Code	<u>TBD</u>
Service Approver (DoDAAC)	<u>TBD</u>
Service Acceptor (DoDAAC)	<u>TBD</u>
Accept at Other DoDAAC	<u>TBD</u>
LPO DoDAAC	<u>TBD</u>
DCAA Auditor DoDAAC	<u>TBD</u>
Other DoDAAC(s)	<u>TBD</u>

(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)

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.

5252.216-9300 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)

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)

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 **sixty (60)** months.

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 and technical Annexes/Sub-annexes. 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 and technical Annexes/Sub-annexes in "as is condition" on the contract start date.

(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 provide fuel for Government Furnished Equipment for contract purposes only as stated in the technical Annexes/Sub-annexes.

- b. Fuel for all GFE shall be monitored closely by the contractor to ensure efficient use. Contractor shall provide a monthly fuel usage report that includes the fuel type and fueling location per Section F.
- c. The Contractor will provide fuel for their company vehicles and buses.

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 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.

e. Availability of Services. The Government will not provide custodial services. The following is a list of government-provided services as stated in the technical Annexes/Sub-annexes. The contractor shall notify the KO or designated representative immediately if there is disruption of services or there is a situation that requires a government furnished service (i.e., power outage, pests in building, dumpsters overflowing).

(1) Pest Control. The Government will furnish scheduled and non-scheduled pest control services in all GFF. The Government will provide herbicide services.

(2) Telecommunications shall be used for Government business only. Existing telephone instruments will be turned over for the contractor's use and reasonable numbers of phone lines for on base, long distance, Defense Switched Network (DSN), and local calling will be made available. Government phone lines shall be utilized for official use only that is directly related to performance of work under this contract. The contractor may not move, alter, or modify the existing equipment without prior approval from the Government.

(3) Refuse Collection. Refuse collection will be provided at existing dumpsters. The Government reserves the right to adjust the numbers and locations of dumpsters based on observed utilization and requirements. If the contractor is required to perform services that create an unusually large requirement for refuse disposal, the contractor will coordinate this requirement with the KO no less than 10 days in advance, so that special pick-ups can be scheduled.

(4) Facility Repairs and Maintenance. The Government will provide repair and maintenance to Contractor occupied GFF.

(5) Police and Fire Service. The Pensacola Naval Regional Complex currently has a security and fire department. These services will be furnished to the contractor at no cost. The contractor shall pay for the cost of services that are required due to the negligence of the contractor.

5252.248-1 VALUE ENGINEERING (MAR 1989) (NAVFAC DEVIATION NOV 1998)

(a) The Contractor is entitled, as prescribed in this clause, to share in cost savings resulting from the implementation of cost reduction projects, which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or Section C, Performance Work Statement, of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions.

(1) Cost savings - as contemplated by this clause, means savings that result from instituting changes to this contract, as identified in an approved Cost Reduction Proposal.

(2) Cost Reduction Proposal (CRP) - For the purpose of this clause, a Cost Reduction Proposal means a proposal that achieves cost savings as described in this clause. These alternatives must result in a net reduction in the contract price to the Government. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Contractor implementation costs - As used in this clause, contractor implementation costs shall mean those costs which the Contractor incurs on this contract in developing, preparing, submitting, and negotiating a CRP; as well as those costs the Contractor will incur to make any structural or organizational changes in order to implement an approved CRP.

(4) Government cost - As used in this clause, the term government costs means internal costs of the Government agency, which result directly from development, and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the CRP.

(c) General. The Contractor shall develop, prepare and submit CRPs with supporting information, as detailed in paragraph (e) and (f) of this clause to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs that reduce the price of this contract. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50% of the total net cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including government and other contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and the Government is encouraged.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on this contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings, will be limited to the remaining term of the contract. Implementation costs of the Contractor savings initiative must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP.

(e) Processing of Cost Saving Initiatives. There is an initial submittal, which shall include the following information, as applicable, in sufficient detail for the Government to determine the feasibility of further investigation of the initiative.

(1) Initiative title and description, including contract references (paragraph numbers), if appropriate; estimated total price; what the Contractor would provide; what the Government would provide; the duration of the agreement; anticipated total revenues, expenses and net gains for the agreement period; pay back schedule; risk assessment; percentage of distribution of revenues generated; drawings and maps of the affected areas and facilities; potential impacts to the Government; potential benefits; the impact to the BOSC, etc. Initiatives should minimize any adverse impact to operations and mission capability, legal requirements, and public health and safety.

(f) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

(1) Identification of the current contract requirements or established procedures and/or organizational support, which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet the Government's requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

- (3) A list of contract requirements, which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to the Government contract management process should also be addressed.
- (4) Detailed cost estimates, which reflect the implementation costs of the CRP.
- (5) An updated ETC for the covered contract, unchanged and a revised ETC for the covered contract, which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.
- (6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.
- (g) Administration.
 - (1) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.
 - (2) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of the savings shall not be made until the Government begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.
 - (3) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which had the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Government's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.
- (h) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive clauses of the contract, if any, for the same cost reductions.
- (i) Disapproval of, or failure to approve any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(j) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(k) The Government reserves the right to use the cost saving initiatives developed in this contract wherever and whenever they would be determined advantageous to the Government.

DFARS 252.203-7004 DISPLAY OF
DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)

Poster(s) Obtain 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.

Section J - List of Documents, Exhibits and Other Attachments

SECTION JSECTION 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 ContentsACQUISITION:

JB-1	JB1 FTE Supplemental Pricing (Provided as file name: N6945015R2115_JB-1FTESHEET.xls)
JL-1	Government Pre-award Inquiry Form (GPIF) (Provided as file name: N6945015R2115_GPIF.xls)
JL-2	AMAG Form to Obtain Visitor's Pass (Provided as file name: N6945015R2115_AMAG.xls)
JL-3	OMB 0703-0061 Form to Obtain Visitor's Pass (Provided as file name: N6945015R2115_OMB0703.pdf)
JL-4	Site Visit
JM-1	Past Performance Questionnaire (Provided as file name: N6945015R2115_PPQ)

The TECHNICAL documents are posted as individual file names as indicated in the table or “all-inclusive” under filename: N6945015R2115_Section_J.

TECHNICAL:

J-0200000-06	CNRSEINST 4101.1 Navy Region SE Energy Management Program (Provided as file name: AttachmentJ020000006CNRSEINST41011.pdf)
J-0200000-08	Exhibit Line Item Numbers (ELINS) (Provided as file name: N6945015R2115J020000008ELNS.xls)

End of Tables

J-0200000-02 WAGE SUMMARY

Attachment J-0200000-02
Wage Determinations/General Decision Summary

Service Contract Act:

The following Service Contract Act (SCA) Wage Determinations (WD) are applicable to all non-bargaining unit service employees performing work under the NAS Corpus Christi and NAS Kingsville Multi-Function Services contract.

- (1) Wage Determination No.: WD 2005-2007 Rev.16 dated 1222014 is provided under Section J of the solicitation. SCA WD covers the Texas County of Nueces.

Davis-Bacon Act:

The following Davis-Bacon Act (DBA) General Decisions (GD) are applicable to all non-bargaining unit construction employees performing work under the NAS Corpus Christi and NAS Kingsville Multi-Function Services contract.

- (1) General Decision No.: TX150195 dated 02012015 (Building) is provided under Section J of the solicitation. DBA GD covers the Texas County of Nueces.
- (2) General Decision No.: TX150342 dated 03032015 (Heavy) is provided under Section J of the solicitation. DBA GD covers the Texas County of Nueces.

WD 05-2507 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210| Wage Determination No.: 2005-2507

Diane C. Koplewski Division of | Revision No.: 16

Director Wage Determinations| Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Aransas, Bee, Calhoun, Goliad, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, San Patricio, Victoria

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 12.96

01012 - Accounting Clerk II 14.55

01013 - Accounting Clerk III 16.27

01020 - Administrative Assistant 20.11

01040 - Court Reporter 16.11

01051 - Data Entry Operator I 10.21

01052 - Data Entry Operator II 12.12

01060 - Dispatcher, Motor Vehicle 15.58

01070 - Document Preparation Clerk 11.64

01090 - Duplicating Machine Operator 11.64

01111 - General Clerk I 11.40

01112 - General Clerk II 13.38

01113 - General Clerk III 15.06

01120 - Housing Referral Assistant 18.25
01141 - Messenger Courier 10.32
01191 - Order Clerk I 10.43
01192 - Order Clerk II 11.96
01261 - Personnel Assistant (Employment) I 15.03
01262 - Personnel Assistant (Employment) II 16.81
01263 - Personnel Assistant (Employment) III 18.75
01270 - Production Control Clerk 22.73
01280 - Receptionist 10.55
01290 - Rental Clerk 13.27
01300 - Scheduler, Maintenance 14.51
01311 - Secretary I 14.51
01312 - Secretary II 16.37
01313 - Secretary III 18.25
01320 - Service Order Dispatcher 15.58
01410 - Supply Technician 20.11
01420 - Survey Worker 15.95
01531 - Travel Clerk I 11.09
01532 - Travel Clerk II 12.21
01533 - Travel Clerk III 13.10
01611 - Word Processor I 12.31
01612 - Word Processor II 13.81
01613 - Word Processor III 15.45
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 18.21
05010 - Automotive Electrician 17.48
05040 - Automotive Glass Installer 16.74
05070 - Automotive Worker 16.74
05110 - Mobile Equipment Servicer 15.29
05130 - Motor Equipment Metal Mechanic 18.21
05160 - Motor Equipment Metal Worker 16.74
05190 - Motor Vehicle Mechanic 18.21
05220 - Motor Vehicle Mechanic Helper 14.51
05250 - Motor Vehicle Upholstery Worker 16.01
05280 - Motor Vehicle Wrecker 16.74
05310 - Painter, Automotive 17.48
05340 - Radiator Repair Specialist 16.74
05370 - Tire Repairer 14.77
05400 - Transmission Repair Specialist 18.21
07000 - Food Preparation And Service Occupations
07010 - Baker 9.21
07041 - Cook I 9.04
07042 - Cook II 10.08
07070 - Dishwasher 7.98
07130 - Food Service Worker 8.55
07210 - Meat Cutter 12.89
07260 - Waiter/Waitress 7.25
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 16.65
09040 - Furniture Handler 13.82

09080 - Furniture Refinisher 16.65
09090 - Furniture Refinisher Helper 13.82
09110 - Furniture Repairer, Minor 15.25
09130 - Upholsterer 17.70
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 10.49
11060 - Elevator Operator 8.92
11090 - Gardener 12.98
11122 - Housekeeping Aide 8.92
11150 - Janitor 9.67
11210 - Laborer, Grounds Maintenance 10.24
11240 - Maid or Houseman 7.55
11260 - Pruner 9.86
11270 - Tractor Operator 12.15
11330 - Trail Maintenance Worker 10.24
11360 - Window Cleaner 10.67
12000 - Health Occupations
12010 - Ambulance Driver 16.18
12011 - Breath Alcohol Technician 16.18
12012 - Certified Occupational Therapist Assistant 25.05
12015 - Certified Physical Therapist Assistant 25.45
12020 - Dental Assistant 13.95
12025 - Dental Hygienist 26.11
12030 - EKG Technician 23.84
12035 - Electroneurodiagnostic Technologist 23.84
12040 - Emergency Medical Technician 16.18
12071 - Licensed Practical Nurse I 15.14
12072 - Licensed Practical Nurse II 16.93
12073 - Licensed Practical Nurse III 18.88
12100 - Medical Assistant 10.96
12130 - Medical Laboratory Technician 13.70
12160 - Medical Record Clerk 13.21
12190 - Medical Record Technician 16.14
12195 - Medical Transcriptionist 13.92
12210 - Nuclear Medicine Technologist 25.78
12221 - Nursing Assistant I 9.86
12222 - Nursing Assistant II 11.12
12223 - Nursing Assistant III 12.13
12224 - Nursing Assistant IV 13.62
12235 - Optical Dispenser 12.11
12236 - Optical Technician 11.26
12250 - Pharmacy Technician 12.34
12280 - Phlebotomist 13.62
12305 - Radiologic Technologist 22.62
12311 - Registered Nurse I 25.83
12312 - Registered Nurse II 31.60
12313 - Registered Nurse II, Specialist 31.60
12314 - Registered Nurse III 38.23
12315 - Registered Nurse III, Anesthetist 38.23
12316 - Registered Nurse IV 45.82

12317 - Scheduler (Drug and Alcohol Testing) 20.05
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 16.99
13012 - Exhibits Specialist II 20.82
13013 - Exhibits Specialist III 25.46
13041 - Illustrator I 16.99
13042 - Illustrator II 20.82
13043 - Illustrator III 25.46
13047 - Librarian 23.18
13050 - Library Aide/Clerk 10.03
13054 - Library Information Technology Systems Administrator 20.94
13058 - Library Technician 12.51
13061 - Media Specialist I 15.10
13062 - Media Specialist II 16.90
13063 - Media Specialist III 18.84
13071 - Photographer I 13.47
13072 - Photographer II 16.43
13073 - Photographer III 19.23
13074 - Photographer IV 23.46
13075 - Photographer V 28.47
13110 - Video Teleconference Technician 14.29
14000 - Information Technology Occupations
14041 - Computer Operator I 14.77
14042 - Computer Operator II 16.52
14043 - Computer Operator III 18.43
14044 - Computer Operator IV 20.48
14045 - Computer Operator V 22.67
14071 - Computer Programmer I (see 1) 21.52
14072 - Computer Programmer II (see 1) 26.05
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1) 26.75
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 14.77
14160 - Personal Computer Support Technician 20.48
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 27.65
15020 - Aircrew Training Devices Instructor (Rated) 33.46
15030 - Air Crew Training Devices Instructor (Pilot) 39.29
15050 - Computer Based Training Specialist / Instructor 27.65
15060 - Educational Technologist 26.91
15070 - Flight Instructor (Pilot) 39.29
15080 - Graphic Artist 20.98
15090 - Technical Instructor 18.85
15095 - Technical Instructor/Course Developer 23.06
15110 - Test Proctor 15.22
15120 - Tutor 15.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 8.21
16030 - Counter Attendant 8.21
16040 - Dry Cleaner 9.65
16070 - Finisher, Flatwork, Machine 8.21
16090 - Presser, Hand 8.21
16110 - Presser, Machine, Drycleaning 8.21
16130 - Presser, Machine, Shirts 8.21
16160 - Presser, Machine, Wearing Apparel, Laundry 8.21
16190 - Sewing Machine Operator 10.14
16220 - Tailor 10.68
16250 - Washer, Machine 8.61
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 18.54
19040 - Tool And Die Maker 21.95
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 11.29
21030 - Material Coordinator 23.55
21040 - Material Expediter 23.55
21050 - Material Handling Laborer 10.07
21071 - Order Filler 10.37
21080 - Production Line Worker (Food Processing) 11.29
21110 - Shipping Packer 13.35
21130 - Shipping/Receiving Clerk 13.35
21140 - Store Worker I 13.50
21150 - Stock Clerk 18.20
21210 - Tools And Parts Attendant 11.77
21410 - Warehouse Specialist 11.77
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 25.10
23021 - Aircraft Mechanic I 24.06
23022 - Aircraft Mechanic II 25.10
23023 - Aircraft Mechanic III 26.15
23040 - Aircraft Mechanic Helper 19.17
23050 - Aircraft, Painter 20.41
23060 - Aircraft Servicer 21.17
23080 - Aircraft Worker 22.11
23110 - Appliance Mechanic 19.18
23120 - Bicycle Repairer 13.35
23125 - Cable Splicer 20.98
23130 - Carpenter, Maintenance 17.36
23140 - Carpet Layer 17.64
23160 - Electrician, Maintenance 19.38
23181 - Electronics Technician Maintenance I 20.66
23182 - Electronics Technician Maintenance II 22.55
23183 - Electronics Technician Maintenance III 23.59
23260 - Fabric Worker 16.74
23290 - Fire Alarm System Mechanic 17.34
23310 - Fire Extinguisher Repairer 15.82
23311 - Fuel Distribution System Mechanic 24.91
23312 - Fuel Distribution System Operator 20.32

23370 - General Maintenance Worker 14.41
23380 - Ground Support Equipment Mechanic 24.06
23381 - Ground Support Equipment Servicer 21.17
23382 - Ground Support Equipment Worker 22.11
23391 - Gunsmith I 15.82
23392 - Gunsmith II 17.64
23393 - Gunsmith III 19.39
23410 - Heating, Ventilation And Air-Conditioning 19.18
Mechanic
23411 - Heating, Ventilation And Air Conditioning 20.00
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 17.79
23440 - Heavy Equipment Operator 17.34
23460 - Instrument Mechanic 20.98
23465 - Laboratory/Shelter Mechanic 18.54
23470 - Laborer 12.71
23510 - Locksmith 17.53
23530 - Machinery Maintenance Mechanic 21.16
23550 - Machinist, Maintenance 20.96
23580 - Maintenance Trades Helper 13.91
23591 - Metrology Technician I 20.98
23592 - Metrology Technician II 21.88
23593 - Metrology Technician III 22.78
23640 - Millwright 19.39
23710 - Office Appliance Repairer 16.65
23760 - Painter, Maintenance 18.10
23790 - Pipefitter, Maintenance 19.64
23810 - Plumber, Maintenance 18.87
23820 - Pneudraulic Systems Mechanic 19.39
23850 - Rigger 21.25
23870 - Scale Mechanic 17.64
23890 - Sheet-Metal Worker, Maintenance 23.54
23910 - Small Engine Mechanic 16.63
23931 - Telecommunications Mechanic I 20.85
23932 - Telecommunications Mechanic II 21.75
23950 - Telephone Lineman 23.11
23960 - Welder, Combination, Maintenance 18.30
23965 - Well Driller 19.15
23970 - Woodcraft Worker 19.39
23980 - Woodworker 15.94
24000 - Personal Needs Occupations
24570 - Child Care Attendant 8.99
24580 - Child Care Center Clerk 11.21
24610 - Chore Aide 8.36
24620 - Family Readiness And Support Services 11.85
Coordinator
24630 - Homemaker 13.71
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 20.98
25040 - Sewage Plant Operator 18.32

25070 - Stationary Engineer 20.98
25190 - Ventilation Equipment Tender 15.93
25210 - Water Treatment Plant Operator 18.16
27000 - Protective Service Occupations
27004 - Alarm Monitor 14.13
27007 - Baggage Inspector 10.84
27008 - Corrections Officer 19.97
27010 - Court Security Officer 19.97
27030 - Detection Dog Handler 13.78
27040 - Detention Officer 19.97
27070 - Firefighter 20.34
27101 - Guard I 10.84
27102 - Guard II 13.78
27131 - Police Officer I 23.49
27132 - Police Officer II 26.10
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 12.34
28042 - Carnival Equipment Repairer 12.85
28043 - Carnival Equipment Worker 10.10
28210 - Gate Attendant/Gate Tender 12.94
28310 - Lifeguard 11.34
28350 - Park Attendant (Aide) 14.48
28510 - Recreation Aide/Health Facility Attendant 10.57
28515 - Recreation Specialist 17.94
28630 - Sports Official 11.54
28690 - Swimming Pool Operator 16.28
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 17.93
29020 - Hatch Tender 17.93
29030 - Line Handler 17.93
29041 - Stevedore I 17.11
29042 - Stevedore II 18.79
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16
30021 - Archeological Technician I 18.17
30022 - Archeological Technician II 20.32
30023 - Archeological Technician III 25.17
30030 - Cartographic Technician 25.17
30040 - Civil Engineering Technician 22.71
30061 - Drafter/CAD Operator I 18.17
30062 - Drafter/CAD Operator II 20.32
30063 - Drafter/CAD Operator III 22.67
30064 - Drafter/CAD Operator IV 27.89
30081 - Engineering Technician I 15.64
30082 - Engineering Technician II 17.56
30083 - Engineering Technician III 19.64
30084 - Engineering Technician IV 24.33
30085 - Engineering Technician V 31.55

30086 - Engineering Technician VI 36.00
30090 - Environmental Technician 22.96
30210 - Laboratory Technician 19.91
30240 - Mathematical Technician 25.17
30361 - Paralegal/Legal Assistant I 17.64
30362 - Paralegal/Legal Assistant II 21.86
30363 - Paralegal/Legal Assistant III 26.74
30364 - Paralegal/Legal Assistant IV 32.35
30390 - Photo-Optics Technician 24.33
30461 - Technical Writer I 25.17
30462 - Technical Writer II 30.80
30463 - Technical Writer III 37.26
30491 - Unexploded Ordnance (UXO) Technician I 22.74
30492 - Unexploded Ordnance (UXO) Technician II 27.51
30493 - Unexploded Ordnance (UXO) Technician III 32.97
30494 - Unexploded (UXO) Safety Escort 22.74
30495 - Unexploded (UXO) Sweep Personnel 22.74
30620 - Weather Observer, Combined Upper Air or (see 3) 21.55
Surface Programs
30621 - Weather Observer, Senior (see 3) 24.33
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 11.03
31030 - Bus Driver 14.79
31043 - Driver Courier 11.98
31260 - Parking and Lot Attendant 8.91
31290 - Shuttle Bus Driver 12.80
31310 - Taxi Driver 9.28
31361 - Truck driver, Light 12.80
31362 - Truck driver, Medium 15.17
31363 - Truck driver, Heavy 15.38
31364 - Truck driver, Tractor-Trailer 15.38
99000 - Miscellaneous Occupations
99030 - Cashier 8.97
99050 - Desk Clerk 8.99
99095 - Embalmer 21.11
99251 - Laboratory Animal Caretaker I 9.41
99252 - Laboratory Animal Caretaker II 9.88
99310 - Mortician 21.11
99410 - Pest Controller 15.36
99510 - Photofinishing Worker 11.95
99710 - Recycling Laborer 14.32
99711 - Recycling Specialist 17.01
99730 - Refuse Collector 12.97
99810 - Sales Clerk 10.96
99820 - School Crossing Guard 9.95
99830 - Survey Party Chief 18.65
99831 - Surveying Aide 12.54
99832 - Surveying Technician 15.43
99840 - Vending Machine Attendant 10.82
99841 - Vending Machine Repairer 12.50

99842 - Vending Machine Repairer Helper 10.82

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{ Standard Form

1444 (SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. { See Section 4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

6) The contractor informs the affected employees.
 Information required by the Regulations must be submitted on SF 1444 or bond paper.
 When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

DBA GD TX150195 02/01/2015 (Building)

General Decision Number: TX150195 01/02/2015 TX195
 Superseded General Decision Number: TX20140195
 State: Texas
 Construction Type: Building
 County: Kleberg County in Texas.
 BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).
 Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
 Modification Number Publication Date
 0 01/02/2015 ASBE0087-002 01/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 21.17	8.77

BOIL0531-001 01/01/2013		
Rates Fringes		
Boilermaker.....	\$ 22.71	20.63

* IRON0263-019 12/01/2013		
Rates Fringes		
Ironworker, reinforcing and structural.....	\$ 22.70	5.35

LABO0154-001 05/01/2008		

Rates Fringes

Laborers: (Mason Tender -
Cement/Concrete).....\$ 12.98 3.49

PLUM0142-003 09/20/2013

Rates Fringes

Plumber.....\$ 29.80 10.10

SUTX2009-050 04/20/2009

Rates Fringes

BRICKLAYER.....\$ 19.67 0.00
CARPENTER.....\$ 13.18 0.00
CEMENT MASON/CONCRETE FINISHER...\$ 13.27 0.00
ELECTRICIAN.....\$ 20.00 3.11
LABORER: Common or General.....\$ 8.08 0.00
LABORER: Landscape &
Irrigation.....\$ 8.50 0.22
LABORER: Mason Tender - Brick...\$ 12.02 0.00
LABORER: Mortar Mixer.....\$ 12.00 0.00
OPERATOR:
Backhoe/Excavator/Track hoe.....\$ 13.75 0.00
OPERATOR: Bulldozer.....\$ 12.80 0.43
OPERATOR: Crane.....\$ 21.33 0.00
OPERATOR: Forklift.....\$ 14.58 0.00
OPERATOR: Loader (Front End)....\$ 10.54 0.00
PAINTER: Brush, Roller and
Spray.....\$ 12.26 0.00
ROOFER.....\$ 13.64 1.80
SHEET METAL WORKER.....\$ 17.00 0.00
TILE SETTER.....\$ 15.00 0.00
TRUCK DRIVER.....\$ 11.24 0.35

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
 Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
 Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
 Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

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

=====

END OF GENERAL DECISION

DBA GD TX150342 (Heavy)

General Decision Number: TX150342 03/06/2015 TX342
 Superseded General Decision Number: TX20140342
 State: Texas
 Construction Type: Building
 Counties: Aransas, Nueces and San Patricio Counties in Texas.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/02/2015 1 03/06/2015

BOIL0074-003 01/01/2014

Rates Fringes

BOILERMAKER.....\$ 23.14 21.55

ELEC0278-002 08/16/2013

Rates Fringes

ELECTRICIAN.....\$ 23.70 3%+6.60

ENGI0178-005 06/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR

(1) Tower Crane.....\$ 29.00 10.60

(2) Cranes with Pile

Driving or Caisson

Attachment and Hydraulic

Crane 60 tons and above.....\$ 28.75 10.60

(3) Hydraulic cranes 59

Tons and under.....\$ 27.50 10.60

IRON0084-011 06/15/2014

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 22.02 6.35

* SUTX2014-068 07/21/2014

Rates Fringes

BRICKLAYER.....\$ 20.04 0.00

CARPENTER.....\$ 15.21 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 15.33 0.00

INSULATOR - MECHANICAL

(Duct, Pipe & Mechanical

System Insulation).....\$ 19.77 7.13

IRONWORKER, REINFORCING.....\$ 12.27 0.00

IRONWORKER, STRUCTURAL.....\$ 22.16 5.26

LABORER: Common or General.....\$ 9.68 0.00

LABORER: Mason Tender - Brick...\$ 11.36 0.00
LABORER: Mason Tender -
Cement/Concrete.....\$ 10.58 0.00
LABORER: Pipe layer.....\$ 12.49 2.13
LABORER: Roof Tear off.....\$ 11.28 0.00
OPERATOR:
Backhoe/Excavator/Track hoe.....\$ 14.25 0.00
OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 13.93 0.00
OPERATOR: Bulldozer.....\$ 18.29 1.31
OPERATOR: Drill.....\$ 16.22 0.34
OPERATOR: Forklift.....\$ 14.83 0.00
OPERATOR: Grader/Blade.....\$ 13.37 0.00
OPERATOR: Loader.....\$ 13.55 0.94
OPERATOR: Mechanic.....\$ 17.52 3.33
OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....\$ 16.03 0.00
OPERATOR: Roller.....\$ 12.70 0.00
PAINTER (Brush, Roller, and
Spray).....\$ 14.45 0.00
PIPEFITTER.....\$ 25.80 8.55
PLUMBER.....\$ 25.64 8.16
ROOFER.....\$ 13.75 0.00
SHEET METAL WORKER (HVAC Duct
Installation Only).....\$ 22.73 7.52
SHEET METAL WORKER, Excludes
HVAC Duct Installation.....\$ 21.13 6.53
TILE FINISHER.....\$ 11.22 0.00
TILE SETTER.....\$ 14.74 0.00
TRUCK DRIVER: Dump Truck.....\$ 12.39 1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65 8.57
TRUCK DRIVER: Semi-Trailer
Truck.....\$ 12.50 0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 4.11

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

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

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

(weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

=====
END OF GENERAL DECISION

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-2 Prohibition on Contracting with Inverted Domestic DEC 2014
 Corporations--Representation

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The small business size standard is **\$38,500,000**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**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 N69450-15-R-2115 MULTI FUNCTION SERVICES, NAS CORPUS CHRISTI & NAS KINGSVILLE, 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: Christine Holly)	FSC-BOS ACQ Core (ATTN: Christine Holly)	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.</i> Contact Christine Holly at (904) 542-0191 or Susan Forchette at (904) 542-8444 upon arrival at the building for proposal delivery.

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 NAS Jacksonville 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 two forms (the AMAG form and the OMB0703-0061) at least five days prior to the date of the visit. These forms shall be electronically forwarded to Christine Holly at christine.holly@navy.mil with a copy to Susan Forchette at susan.forchette@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. Please contact the contract specialist or the contracting officer, via the email address(es) above, to coordinate hand-delivered proposals.

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: christine.holly@navy.mil (with a copy to susan.forchette@navy.mil) prior to the Government cutoff date of: COB, 17 April 2015. 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: N6945015R2115GPIF.xls. It is the Offeror's responsibility to verify receipt of all questions with the contract specialist, Christine Holly, (904) 542-8816.

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 PROPOSALS

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

FAC 5252.237-9302 SITE VISIT (JUL 1995)

(a) The site will be conducted on Wednesday, 15 April 2015. The government will provide transportation from the designated location. Government transport vehicles will depart according to the times and locations specified on the itinerary on the morning of the site visit. The itinerary is provided as an attachment, filename: N6945015R2115_Itinerary. The attachment can be obtained on the NECO website at: (<https://www.neco.navy.mil/index.aspx>)

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

NAS CORPUS CHRISTI AND KINGSVILLE, TEXAS MULTI-FUNCTION SERVICES

DATE OF VISIT: 15 April 2015

TIME OF SITE VISIT: See itinerary

MEETING LOCATION FOR SITE VISIT: See itinerary

NOTICES and SPECIAL INSTRUCTIONS TO ALL CONTRACTOR SITE VISIT PARTICIPANTS

1. 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.
2. NO PARTICIPANT WILL BE ALLOWED TO CARRY ANY OF THESE ITEMS ON THE BASE: CAMERAS OR CAMERA PHONES, KNIVES OR WEAPONS, PACKAGES OR BRIEFCASES.
3. NO FOREIGN NATIONALS WILL BE PERMITTED TO PARTICIPATE IN THE SITE VISIT.

ALL CONTRACTORS MUST COMPLY WITH THE COMPLETION AND SUBMISSION OF THE AMAG (Access Management System) FORM TO GAIN ACCESS TO THE VARIOUS LOCATIONS FOR THE SITE VISIT. THE FORM MUST BE COMPLETED AND RETURNED BY 4:30 PM, EDT, 6 April 2015. ONLY CLEARED CONTRACTORS WILL BE ALLOWED TO PARTICIPATE IN THE SITE VISIT. THE FORM IS PROVIDED ON THE NAVY ELECTRONIC COMMERCE ONLINE (NECO) WEBSITE (<https://www.neco.navy.mil/index.aspx>) AS ATTACHMENT: N6945015R2115_AMAG.xlsx

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 the due date of the MACS form. Early submission of requests is highly encouraged. Every effort will be made to accommodate reasonable requests.

4. THE AMAGS FORM SHALL BE FORWARDED TO Christine Holly and Susan Forchette and Pedro Pinzon VIA EMAIL.

Christine Holly
EMAIL: Christine.Holly@navy.mil

Susan Forchette
EMAIL: Susan.Forchette@navy.mil
Pedro Pinzon
EMAIL: Pedro.Pinzon@navy.mil

5. EACH CONTRACTOR IS LIMITED TO THREE (3) PARTICIPANTS
6. GOVERNMENT TRANSPORTATION WILL BE PROVIDED AT THE POINT DESIGNATED ON THE ITINERARY. NO PRIVATELY OWNED VEHICLES WILL BE ALLOWED ACCESS TO THE BASE TO PARTICIPATE IN THIS SITE VISIT.
7. PARTICIPANTS WILL NOT BE AUTHORIZED TO EXIT THE BUS DURING SITE VISIT UNLESS AUTHORIZED BY GOVERNMENT EXCORT. ESCORTS WILL BE IDENTIFIED ON THE DAY OF THE SITE VISIT.

8. 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.
9. 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: Christine.Holly@navy.mil PRIOR TO THE RFI CUT OFF DATE OF: will be provided via Amendment. 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: N69450152R2115_GPIF.xls. ALL RFIs SHALL BE SUBMITTED TO CHRISTINE HOLLY AT: Christine.Holly@navy.mil or fax to (904)542-5723. PLEASE COPY SUSAN FORCHETTE ON ALL RFIs AT: Susan.Forchette@navy.mil (If submitting a fax, please contact Christine Holly at (904) 542-0191 to ensure receipt).

10. ALL CONTRACTORS SHALL MEET AT THE DESIGNATED LOCATION AND TIME INDICATED ON THE ITINERARY.
11. A VALID GOVERNMENT-ISSUED PHOTO IDENTIFICATION WILL BE REQUIRED (Driver's License, Passport, ETC) FOR THIS SITE VISIT.
12. 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 MACS FORM DOES NOT INDICATE ACCESS WILL BE GRANTED. THE NAS JACKSONVILLE 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 THE NAS JACKSONVILLE 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.

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

- d. 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 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)

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

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

<http://www.arnet.gov/far>

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

https://acquisition.navy.mil/rda/home/policy_and_guidance_nmcars

(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. 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 (Dev);
 - 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: 6 (1 original and 5 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. For the JB-1 Attachment, ensure data is submitted in hard copy and in excel (Microsoft Office Version 2007 compatible) format on the above mentioned CD. 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 **75 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)

The Government will provide site visit information via an amendment. The site visit is tentatively scheduled for the week of 15 April 2015. All offerors are cautioned that dates may change.

- (a) The site will be available for visitation at NAS Corpus Christi, Texas.

Section M - Evaluation Factors for Award

SECTION M
BASIS FOR AWARD

1. In accordance with the Federal Acquisition Regulation, the Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.
2. As 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, in accordance with NFAS 15.101-2, the number of proposals to be evaluated for technical acceptability may be limited to the five lowest priced offers at the discretion of the Contracting Officer. If the number of proposals to be evaluated is limited, technical proposals shall be provided to the evaluator(s) without any identification of prices or any ranked order of prices. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable proposal. If the Contracting Officer later determines that discussions are necessary, the procedures in FAR 15.306 shall be followed.
3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.
4. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

EVALUATION FACTORS FOR AWARD

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

- Factor 1 – Corporate Experience
- Factor 2 – Management & 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 pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

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

a) Price:

(1) Solicitation Submittal Requirements:

- (i) Provide 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. 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 proposal hard copies and the proposal electronic copies, the proposal electronic copies will take precedence.

(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 the 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) Technical Factors:

(1) Factor 1, Corporate Experience:

- (i) Solicitation Submittal Requirements: The offeror shall submit at least one (1) and no more than five (5) examples of recent, relevant projects that the offeror (including joint venture and partnerships) completed and served as the prime contractor. Relevant projects include those that

demonstrate the capability to perform services similar in size, scope, and complexity as described in the statement of work/specifications of the RFP with a contract value of at least \$200,000.00 per year or greater and shall be: 1) ongoing with at least 12 months of contract performance completed by the date of receipt of proposals, or 2) shall be completed, within the last five (5) years. 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 this 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 five (5) years prior to the issuance of the RFP will be considered unacceptable. Projects with a total value below \$200,000.00 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.

(2) Factor 2, Management and Technical Approach

(i) Solicitation Submittal Requirements: 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:

a. Workforce Management. Provide and explain a plan to organize, manage, and supervise workforce personnel to accomplish the requirements of this contract. The plan shall include an organization chart identifying the on-site organization and staff that will be used to perform this contract as well as the lines of management authority, supervision, span of control, and accountability, including the relationship between overall management (corporate and on-site), administration, sub-annex area organizations, and subcontractors. The plan's organization chart shall include all direct and indirect FTEs and labor hours. The plan shall identify the function(s) of the various groups of the organization, direct and indirect staffing and associated trade classifications with skill level (journeyman, etc.) consistent with the FTEs and labor hours provided in Section J Attachment JB1 FTE. The plan shall indicate the number of productive hours per year for each full time and part time employee.

b. 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.

c. 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 the following annexes/sub-annexes:

- 1502000 Facility Investment
- 1700000 Base Vehicle Support and Equipment (BSVE)

Each spec item for each annex/sub-annex shall be address within the offeror's methodology. Copies of certificates and licenses are not required. The offeror's methodology shall include the offeror's acknowledgement of ensuring that each identified certification, training, and licensing are met. 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.

d. 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.

e. 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.

f. 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).

g. Energy Management. Describe procedures to comply with CNRSEINST 4101.1 Energy Management requirements. CNRSEINST 4101.1 is provided as an attachment in Section J. Proposal shall address approach for instilling a culture of conservation and use of technology and influence over operations to execute work requirements at the lowest possible energy use and cost. Include approach for complying with Federal Energy Management Program (FEMP) energy efficient, water (Water Sense) conserving, and low power standby power product type selection and use.

(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) acknowledgement of ensuring that each identified certification, training, and licensing are met; (4) an approach that demonstrates an effective and resource efficient approach to workforce management, scheduling, quality control, phase-in and phase-out plans, and energy management.

(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.)

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

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

c. **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

a. **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.

b. **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.

c. **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.

(4) Factor 4, Past Performance

(i) Solicitation Submittal Requirements:

FOR EACH PROJECT IDENTIFIED IN RESPONSE TO FACTOR 1, IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. If there is not a completed CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 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 C, N6945015R2115-1PPQ), 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, Christine Holly or Susan Forchette via email at christine.holly@navy.mil or susan.forchette@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) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

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

- (ii) 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 (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:
- A pattern of successful completion of tasks;
 - A pattern of deliverables that are timely and of good quality;
 - A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
 - Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
 - A respect for stewardship of Government funds