

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   95	
2. CONTRACT NO.		3. SOLICITATION NO. N69450-15-R-2119	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 29 May 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 <b>See Item 7</b>		(If other than Item7)	CODE	TEL: FAX:

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

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Section L until 02:00 PM local time 01 Jul 2015  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SUSAN J. FORCHETTE	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 904-542-8444	C. E-MAIL ADDRESS susan.forchette@navy.mil
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### OFFER (Must be fully completed by offeror)

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

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

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

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: 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 SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 0001

The amendment includes the following changes:

1. Revised Section C, updated Annex 1502000 Spec Item, 1.1, Concept of Operations.
2. Revised Section F, revised the Delivery Date for CLIN 0002 to “POP 01 Mar 2016 to 30 Sep 2016”.
3. Revised Section I, added FAR Clause 52.249-2, Alt 1 by reference.
4. Revised Section J as follows:
  - a. Provided the Site Visit brief and Contractor Log In Sheet via attachments named: “N6945015R2119\_Site\_Visit\_Brief.pdf” and “N6945015R2119\_Site\_Visit\_Log.pdf”.
  - b. Provided GPI responses 1 – 25 via attachment “N6945015R2119\_0001.pdf”.
  - c. Amended Section J, Attachment J-0200000-12 to reflect the ELIN’s for Fire Protection Systems at NOSC Chattanooga and NOSC Knoxville.
  - d. Amended Section J, Sub-Annex 1502000-11 to change the Backflow Preventer at NOSC Chattanooga to an 8” Backflow Preventer.
  - e. Amended Section J, Sub-Annex 1502000-07 Fire Protection Systems Description Inventory; to include Fire Protection Systems at NOSC Chattanooga and NOSC Knoxville.

The proposal due date and time remains 2:00 PM EDT, Monday, 29 June 2015.

AMENDMENT 0002

The amendment includes the following changes:

1. Revised Section B Contract Line Items (CLINs) 0002, 0005, 0008, 0012, and 0016 to remove “Custodial Services” from CLIN description.
2. Revised Section J as follows:
  - a. Amended Section J, Attachment J-02000000-12 to add sub-ELINs for Fire Protection Systems at NOSC Kansas City.

The proposal due time is extended until 2:00 PM EDT, Wednesday, 01 July 2015.

AMENDMENT 0003

**\*\*THIS AMENDMENT IS ONLY APPLICABLE TO THOSE OFFERORS IN THE COMPETITIVE RANGE\*\***

The purpose of this amendment is to:

1. Close discussions, request Final Proposal Revisions (FPRs) and provide instructions for FPRs.
2. Revise Section B, Contract Line Items so that BOS Services for each of the four Navy Operation Support Centers (NOSCs) is identified as its own separate Contract Line Item (CLIN) for the FFP portion of the work.
3. Revise Section C to specify services as “Firm Fixed Price (FFP) Work” instead of “Recurring Work” and as “Indefinite-Delivery Indefinite-Quantity (IDIQ) Work” instead of “Non-recurring Work”. Provided as file name: N6945015R2119Section C\_Amend0003.pdf.
4. Revise Section J as follows:
  - a. Revised waged determinations WD 05-2309; WD 05-2307; WD05-2493; and WD 05-249, provided as file name: N6945015R2119\_J-0200000-SCLSSWD\_Am0003.pdf.
  - b. Revised General Decision Numbers MO150045; MO150056; TN150089; and TN150093, provided as file name: N6945015R2119\_J-020000-CWRGD\_Am0003.pdf.
  - c. Revised Section J to specify services as “Firm Fixed Price (FFP) Work” instead of “Recurring Work” and as “Indefinite-Delivery Indefinite-Quantity (IDIQ) Work” instead of “Non-recurring Work”. Provided as file name: N6945915R1119\_Section J\_Amend0003.pdf.

The due date and time for FPRs is 2:00 PM EDT, Friday, 14 August 2015.

**FPR INSTRUCTIONS**

Offerors may now submit written proposal revisions for their responsibility determination, nonprice/technical proposal, and/or price proposal, as applicable. FPRs must be received in our office by 2:00 PM EDT on Friday, 14 August 2015.

As previously stated in NAVFAC letter dated 31 July 2015, the Government will require submission of fully conformed FPRs, with all changes annotated. The original submission requirements will remain unchanged, reference 5252.215-9300 CONTENT OF PROPOSALS, for details of proposal submittal requirements. FPRs shall be sent to the original proposal submission location, reference L.2 PROPOSAL DELIVERY, for proposal markings and delivery addresses.

You are permitted to increase the conformed non-price/technical proposal by **20 pages** in order to fully address the issues set forth in the discussion questions. Index each change in the front of your revised proposals and ensure the location of the response to each question is identified (i.e., Volume, Table No., Paragraph No., Page No., etc.).

Clearly mark the areas you have revised in your proposal. Revisions may be identified with bold print, vertical line in the margin, by underlining or with some type of identifiable marking to allow evaluators to find the changes easily. All remaining format restrictions provided in the original RFP remain unchanged.

Responses to each responsibility determination, technical and price discussion question shall be submitted with your FPR. These responses will not be included in the page limitation. In order to be binding, your responses must be included in your responsibility determination, technical and price proposals respectively. Index each change in the front of your revised proposal and ensure the location of the response to each question is identified (i.e., Volume,

Table No., Paragraph No., Page No., etc.). A complete resubmission of the revised responsibility determination, technical and price proposal, with changes annotated, is required. Offerors who elect not to make any changes to their last responsibility determination, technical and/or price proposal submission shall provide a response

stating there are “no changes to the offer” and submit the written response no later than the date and time stated above. However, the offeror must address and include responses to all discussion questions in order to remain in the competition.

The Government will not accept any “conditioning” of your FPR. “Conditioning” means placing any restriction on your responsibility determination, technical and/or price proposals. You should have resolved all uncertainties during discussions.

The response to the questions and FPRs are subject to FAR 52.215-1. The Government intends to make award without obtaining further revisions. Therefore, your FPR shall contain the best terms from a price and technical standpoint.

All other terms and conditions remain unchanged.

## Section A - Solicitation/Contract Form

A.1 TYPE OF CONTRACT

Award of this solicitation will result in a facility service indefinite quantity contract with firm fixed price (FFP) and indefinite delivery, indefinite quantity (IDIQ) provisions.

A.2 SERVICE REQUIREMENTS

The outcomes to be achieved are Base Operations Support (BOS) services at Navy Operational Support Centers (NOSC) at St. Louis, Missouri; Kansas City, Missouri; Knoxville, Tennessee; and Chattanooga, Tennessee. This acquisition will provide BOS services for Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. The outcomes for this acquisition are consistent with the Federal Acquisition Regulation (FAR) 37.101 definitions for service contracts.

A.3 COMPETITION ENVIRONMENT

This contract is solicited as a 100% small business set-aside.

A.4 NAICS CODE

The NAICS code is 561210, Facilities Support Services.

A.5 PRIOR CONTRACT INFORMATION

The contract issued as a result of this solicitation will replace the following contracts:

1. N40083-10-D-1016 for NOSC's BOS services at Louisville, KY; Knoxville, TN; and Chattanooga, TN which is due to expire on 30 Sep 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 N40083-10-D-1016

Accord Federal Services  
9737 Cogdill Rd., Ste 217  
Knoxville, TN 37923-3300

	<b>Period of Performance</b>	<b>FFP</b>	<b>IDIQ</b>	<b>TOTAL</b>
<b>Base Year</b>	01 Oct 2010 – 30 Sep 2011	\$351,415.00	\$200,000.00	\$551,415.00
<b>Option Year 1</b>	01 Oct 2011 – 30 Sep 2012	\$351,415.00	\$200,000.00	\$551,415.00
<b>Option Year 2</b>	01 Oct 2012 – 30 Sep 2013	\$351,415.00	\$200,000.00	\$551,415.00
<b>Option Year 3</b>	01 Oct 2013 – 30 Sep 2014	\$351,415.00	\$200,000.00	\$551,415.00
<b>Option Year 4</b>	01 Oct 2014 – 30 Sep 2015	\$351,415.00	\$200,000.00	\$551,415.00
<b>Total</b>				\$2,757,075.00

\*BOS Services for NOSC's Knoxville, TN and Chattanooga, TN represent approximately 80 % of the total contract value.

2. N40083-14-D-1004 for NOSC's BOS Services at Decatur, IL; Rock Island, IL; Peoria, IL; St. Louis, MO; Weldon Springs, MO; and Des Moines, IA which is due to expire on 31 March 2017. The Period of Performance for the St. Louis NOSC requirement will end 31 December 2015 for coordination purposes of this consolidated procurement. 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 N40083-10-D-1004

D.R. Travis, P.C.  
137 N. Oak Park Ave., Ste 207  
Oak Park, IL 60301-1344

	<b>Period of Performance</b>	<b>FFP</b>	<b>IDIQ</b>	<b>TOTAL</b>
<b>Base Year</b>	01 Apr 2014 – 31 Mar 2015	\$1,104,385.02	\$210,129.30	\$1,314,514.32
<b>Option Year 1</b>	01 Apr 2015 – 31 Mar 2016	\$1,110,521.30	\$215,382.53	\$1,325,903.83
<b>Option Year 2</b>	01 Apr 2016 – 31 Mar 2017	UNEXERCISED	UNEXERCISED	UNEXERCISED
<b>Total</b>		\$2,214,906.32	\$425,511.83	\$2,640,418.15

\*These total values do not include the value of the unexercised option.

\*\* BOS Services for NOSC St. Louis, MO represent approximately 5% of the total contract value.

3. N40083-13-D-1010 for NOSC's BOS Services at Kansas City, MO and Wichita, KS which is due to expire 31 Dec 2017. 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 N40083-13-D-1010

Facility Services Management, Inc.  
1031 Progress Dr.  
Clarksville, TN 37040

	<b>Period of Performance</b>	<b>FFP</b>	<b>IDIQ</b>	<b>TOTAL</b>
<b>Base Year</b>	01 Jan 2013 – 31 Dec 2013	\$247,997.00	\$79,751.00	\$327,747.00
<b>Option Year 1</b>	01 Jan 2014 – 31 Dec 2014	\$247,997.00	\$79,751.00	\$327,747.00
<b>Option Year 2</b>	01 Jan 2015 – 31 Dec 2015	\$247,997.00	\$79,751.00	\$327,747.00
<b>Option Year 3</b>	01 Jan 2016 – 31 Dec 2016	UNEXERCISED	UNEXERCISED	UNEXERCISED
<b>Option Year 4</b>	01 Jan 2017 – 31 Dec 2017	UNEXERCISED	UNEXERCISED	UNEXERCISED
<b>Total</b>		\$743,991.00	\$239,253.00	\$983,244.00

\*These total values do not include the value of the unexercised option.

\*\* BOS Services for NOSC Kansas City, MO represent approximately 65% of the total contract value.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001 OPTION	Base Year FFP Services Chattanooga FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Chattanooga, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs A001 through A006 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls,worksheet- FFP Work Base Period.	UNDEFINED	Each		

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

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0002		QUANTITY	Each		
	Base Year FFP Services Knoxville	UNDEFINED			

FFP

Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Knoxville, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs A007 through A012 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name -J02000000-12ELINS.xls, worksheet ELIN - FFP Work Base Year.

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Base Year FFP Services St. Louis FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) St. Louis, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs A013 through A017 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work Base Year.	UNDEFINED	Each		

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

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	<p>Base Period IDIQ Services FFP Non-recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Chattanooga, TN; NOSC Knoxville, TN; and NOSC St. Louis, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs A700 through A729 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - IDIQ Work Base Period.</p>	UNDEFINED	Each		

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FOB: Destination

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

Recurring Base Operations Support (BOS) services at Navy Operational Support Center NOSC Chattanooga, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs B001 through B006 from Attachment J-020000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work First Option Period.

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Option Period 1 FFP Services Knoxville FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Knoxville, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs B007 through B012 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work First Option Period.	UNDEFINED	Each		

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Option Period 2 FFP Services St. Louis FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) St. Louis, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs B013 through B017 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work First Option Period.	UNDEFINED	Each		

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option Period 2 IDIQ Services FFP Non-recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Chatanooga, TN; NOSC Knoxville, TN; and NOSC St. Louis, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs B700 through B729 from AttachmentJ-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - IDIQ Work First Option Period.	UNDEFINED	Each		

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FOB: Destination

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Option Period 2 FFP Services Chattanooga FFP	UNDEFINED	Each		

Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Chattanooga, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs C001 through C006 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work Second Option Period.

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0010		QUANTITY	Each		
OPTION	Option Period 2 FFP Services Knoxville FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Knoxville, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs C006 through C012 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls,worksheet ELIN - FFP Work Second Option Period.	UNDEFINED			

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
		QUANTITY			
0011 OPTION	Option Period 2 FFP Services St. Louis FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) St. Louis, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINS/Sub-ELINS C013 through C017 from Attachment J-02000000-12, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work Second Option Period.	UNDEFINED	Each		

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	Option Period 2 FFP Services Kansas City FFP	UNDEFINED	Each		

Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Kansas City, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs C018 through C023 from Attachment J-02000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work Second Option Period.

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	Option Period 2 IDIQ Services FFP Non-recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Chattanooga, TN; NOSC Knoxville, TN; NOSC St. Louis, MO; and NOSC Kansas City, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs C700 through C729 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - IDIQ Work Second Option Period.	UNDEFINED	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0014	Option Period 3 FFP Services Chattanooga	QUANTITY	Each		
OPTION	FFP	UNDEFINED			

Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Chattanooga, TN in accordance with the attached Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs D001 through D006 from Attachment J-02000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work Third Option Period.

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION	Option Period 3 FFP Services Knoxville FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Knoxville, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs D007 through D012 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-2000000-1212ELINS.xls worksheet ELIN - FFP Work Third Option Period.	UNDEFINED	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016 OPTION	Option Period 3 FFP Services St. Louis FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) St. Louis, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs D013 through D017 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work Third Option Period.	UNDEFINED	Each		

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

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0017 OPTION	Option Period 3 FFP Services Kansas City	QUANTITY	Each		

UNDEFINED

FFP  
 Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Kansas City, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs D018 through D023 from Attachment J-020000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work Third Option Period.

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

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MAX  
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018 OPTION	Option Period 3 IDIQ Services FFP Non-recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Knoxville, TN; NOSC Chattanooga, TN; NOSC St. Louis, MO; and NOSC Kansas City, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs D700 through D729 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xlsworksheet ELIN - IDIQ Work Third Option Period.	UNDEFINED	Each		

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

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
		QUANTITY			
0019 OPTION	Option Period 4 FFP Services Chattanooga FFP	UNDEFINED	Each		

Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Chattanooga, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs E001 through E006 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work Fourth Option Period.

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

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020 OPTION	Option Period 4 FFP Services Knoxville FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC)Knoxville, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs E007 through E0012 from Attachment J-0200000012,, IBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work Fourth Option Period.	UNDEFINED	Each		

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

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021 OPTION	Option Period 4 FFP Services St. Louis FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) St. Louis, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs E013 through E017 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work Fourth Option Period.	UNDEFINED	Each		

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

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0022	Option Period 4 FFP Services Kansas City	QUANTITY	Each		
OPTION	FFP	UNDEFINED			

Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Kansas City, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs E018 through E023 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work Fourth Option Period.

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

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MAX  
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0023  
OPTION

Option Period 4 IDIQ Services  
FFP

Each

Non-recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Knoxville, TN; NOSC Chattanooga, TN; NOSC St. Louis, MO; and NOSC Kansas City, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs E700 through E729 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xlsworksheet ELIN - IDIQ Work Fourth Option Period.

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

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0024 OPTION	FAR 52.217-8 Option FFP Chattanooga FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Chattanooga, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs F001 through F006 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls, worksheet ELIN - FFP Work 52.217-8 Option Period.		Each		
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Note: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.  
FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025 OPTION	FAR 52.217-8 Option FFP Knoxville FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC)Knoxville, TN in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs F007 through F012from Attachment J-0200000012,, IBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work 52.217-8 Option Period. Note: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination		Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0026 OPTION	FAR 52.217-8 FFP St. Louis FFP Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) St. Louis, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs F013 through F017 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work 52.217-8 Option Period.		Each		
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Note: Please ensure you are using the most current version of this Attachment. Check all amendments for updates.  
 FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0027 OPTION	FAR 52.217-8 FFP Kansas City FFP		Each		
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Recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Kansas City, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs F018 through F023 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xls worksheet ELIN - FFP Work 52.217-8 Option Period.

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

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028 OPTION	FAR 52.217-8 Option Period IDIQ Services FFP Non-recurring Base Operations Support (BOS) services at Navy Operational Support Center (NOSC) Knoxville, TN; NOSC Chattanooga, TN; NOSC St. Louis, MO; and NOSC Kansas City, MO in accordance with the Performance Work Statement and all applicable attachments. Services include Custodial, Pest Control, Integrated Solid Waste Management, Grounds Maintenance and Landscaping, Pavement Clearance, and Facility Investment. Fill in with total for ELINs/SUB-ELINs F700 through F729 from Attachment J-0200000012, EXHIBIT LINE ITEM NUMBERS under the file name J-02000000-12ELINS.xlsx worksheet ELIN - IDIQ Work 52.217-8 Option Period.		Each		

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

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MAX  
NET AMT

**B.1 PRICING OF CLINS**

The contract pricing is structured into 28 Contract Line Item Numbers (CLINs). The base year is covered by CLINs 0001, 0002, 0003 and 0004. The first 12-month option period is covered by CLINs 0005, 0006, 0007, and 0008. The second 12-month option period is covered by CLINs 0009, 0010, 00011, 0012, and 0013. The third 12-month option period is covered by CLINs 0014, 0015, 0016, 0017, and 0018. The fourth 12-month option period is covered by CLINs 0019, 0020, 0021, 0022 and 0023. The 6-month option period under FAR 52.217-8 is covered by CLINs 0024, 0025 0026, 00227 and 0028 The FFP price base year requirement and the overall guaranteed minimum for the contract is CLINs 0002 and 0003. CLINs 000 1, 0002, 0003, 0005, 0006, 0007, 0009, 0010, 0011, 0012, 0014, 0015, 0016, 0017, 0019, 0020, 0021, 0022, 0024, 0025, 0026, 0027 and account for the FFP Work requirements in each option period. CLINs 0004, 0008, 0013, 0018, 0023, and 0028 contain IDIQ Work 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: “FFP Work Base Period ” (which is CLINs 0001 through 0003), “IDIQ Work Base Period” (which is CLIN 0004), etc. “FFP Work First Option Period “ (which is CLINs 0005 through 0007), IDIQ Work First Option Period ” (which is CLIN 0008), FFP Work Second Option Period ” (which is CLINs 0009 through 0012), etc. ELINs with prefix “A” support the Base Year, ELINs with prefix “B” support the First Option Period, ELINs with prefix “C” support the Second Option Period, ELINs with prefix “D” support the Third Option Period, ELINs with Prefix “E” support the Fourth Option Period, and ELINS with the Prefix “F” support the 52.217-8 Option Period. Therefore the total of ELINs A001 through A006 will be the amount you should enter in Section B CLIN 0001. The total of ELINs A007 through A012 will be the amount you should enter in Section B CLIN 0002. The total of ELINs A013 through A017 will be the amount you should enter in Section B CLIN 0003. The total of ELINs A700 through

A729 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 0028.

### **B.2 NTE AND MIN GUARANTEE**

The maximum or not-to-exceed (NTE) value of an ordering period is the total of all the CLINs in that ordering period. The maximum for any ordering period shall not be exceeded except as may be provided for by formal modification to the contract. Circumstances may change after award such that the Government may need to issue orders which exceed the estimated quantity set forth for any particular CLIN during an ordering period, but will not exceed the maximum value for that ordering period. In this case, the Contractor may agree by signing the task order or starting performance.

Concurrently, with the award of the basic contract, the Government intends to issue a task order to obligate the contract minimum guarantee for:

CLIN 0002, Base Period FFP Work, Knoxville, TN

and

CLIN 0003, Base Period FFP Work, St. Louis, MO

Minimum guarantees do not apply to the option periods.

### **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 recurring and non-recurring work 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**

This contract incorporates Construction Wage Rate Requirements Wage Determinations and Service Contract Labor Standards Wage Determinations from the previous service provider. 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 (formerly known as the Service Contract Act (SCA) of 1965) covered employees and/or Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act) covered employees in the option periods of performance. Wage and fringe benefit rates used for the base performance period will be used in pricing labor costs for all periods of performance in the option years. In accordance with the referenced clauses, the contractor may be entitled to an adjustment in contract price only when a new 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.

Section C - Descriptions and Specifications

PWS

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>:

**N6945015R2119SectionC\_Amend0003.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
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	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.

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

(a) Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Items 001, 002, 004, 005, 007, 008, 009, 0011, 0012, 0013, 0015, 0016, 0017, 0019, 0020, and 0021. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

(b) Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

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

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

(a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

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

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 4 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

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

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

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of 10 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 10 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

### F.1 LOCATION

As shown in Section C, the work to be performed under this solicitation and resulting contract is at NOSC Kansas City, MO; NOSC St. Louis, MO; NOSC Knoxville, TN; and NOSC Chattanooga, TN.

### 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 twelve months. However, CLIN 0002 within the Base Year and CLIN 0009 within Option Period 2 both have a period of performance of nine (9) months due to coordination of the consolidated procurement. If the Government requires a shorter term or exercises an option for a period shorter than twelve months, the proposed monthly ELIN prices will be used as the basis for establishing the reduced term. The Government may extend the term of the contract in accordance with FAC 5252.217-9301, Option to Extend the Term of the Contract – Services incorporated into the resulting contract.

Additionally, the Government may need to extend the performance period beyond the established 60 months stated above. FAR 21.217-8, Option to Extend Services provides the regulatory authority to extend contract performance up to an additional six (6) months

### 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. Thirty (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>:

#### **N69450-15-R-2119SectionF.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

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	PWD MID-SOUTH INSPECTOR OF RECORD 5722 INTEGRITY DR, BLDG 455 MILLINGTON TN 38054 901-874-5438 FOB: Destination	N44221
0002	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0003	POP 01-APR-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0004	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0005	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0006	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0007	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0008	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0009	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0010	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0011	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0012	POP 01-JAN-2018 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221

0013	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0014	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0015	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0016	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0017	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0018	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0019	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0020	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0021	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0022	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0023	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0024	POP 01-OCT-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0025	POP 01-OCT-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0026	POP 01-OCT-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0027	POP 01-OCT-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221
0028	POP 01-OCT-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44221

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

52.242-17 Government Delay Of Work  
52.247-34 F.O.B. Destination

APR 1984  
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

G.1 CONTRACT ADMINISTRATION

Upon award, contract administration shall be assigned to:

NAVFAC SOUTHEAST  
PWD MID-SOUTH  
Bldg. 455  
5722 INTEGRITY DRIVE  
MILLINGTON, TN 38054

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

FAC 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

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

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

FAC 5252.216-9306 Procedures for Issuing Orders (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any

order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

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

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

#### FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

  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.

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

## Section H - Special Contract Requirements

### H.1 HISTORICAL 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 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.

#### Contractor support of Electronic Contracting (DOD EMALL)

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 eMall:

<b>ELIN</b>	<b>Short Description</b>
X703	Emergency Service Orders
X704	Urgent Service Orders
X705	Routine Service Orders
X706	Pest Control Service Orders
X707	Larval Mosquito Surveillance
X708	Adult Mosquito Surveillance
X709	Larval & Pupal Mosquito Control

X710	Adult Mosquito Control
X711	Survey for Termites & Wood Destroying Organisms
X712	Subterranean Termite Control
X713	Drywood Termite Control
X714	Other Wood Destroying Organisms Control
X715	Unscheduled grass cutting
X716	Edging
X717	Raking
X718	Tree and Stump Removal - Large
X719	Tree and Stump Removal - Medium
X270	Tree and Stump Removal - Small
X721	Shrub and Stump Removal -Large
X722	Shrub and Stump Removal - Medium
X723	Shrub and Stump Removal - Small
X724	Complete Tree Pruning - Small
X725	Complete Tree Pruning - Large
X726	Tree Planting
X727	Shrub Planting – 1 gallon
X728	Shrub Planting – 5 gallon

### 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 COMPLETION OF WORK

##### 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 REQ

##### 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 Non-Recurring ELINs for construction/Construction Wage Rate Requirements efforts.

The following Construction Wage Rate General Decisions (GDs) are applicable to construction employees performing construction work under the Mid-South NOSC BOS contract. These GDs will be provided as

Attachments in Section J:

GD No: MO150045 04/24/2015 MO45 for Jackson County in Missouri

GD No: MO150056 04/24/2015 MO56 for St. Louis, Missouri

GD No: TN150093 01/02/2015 TN93 for Knox County in Tennessee

GD No: TN150089 01/02/2015 TN89 for Hamilton County in Tennessee

## H.8 SERVICE CONTRACT APPLICABI

### Service Contract Labor Standards Statute Applicability

The following Service Contract Labor Standards Wage Determinations (WDs) are applicable to service employees performing work under the Mid-South NOSC BOS contract. These WDs will be provided as Attachments in Section J:

WD No: 05-2307 (Rev.-16) dated 12/30/2014 for Jackson County in Missouri

WD No: 05-2309 (Rev.-15) dated 12/30/2014 for St. Louis, Missouri

WD No: 05-2493 (Rev.-20) dated 12/30/2014 for Knox County in Tennessee

WD No: 05-2491 (Rev.-14) dated 12/30/2014 for Hamilton County in Tennessee.

## H.9 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.

## H.10 SCHEDULE OF DECUCTIONS

Unit prices provided by the successful offeror will be utilized as the basis of deductions pursuant to the Clause at 5252.246-9303. A schedule of deductions will not be required.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	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
52.215-2	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
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
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	APR 2015
52.222-26	Equal Opportunity	APR 2015
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
52.232-36	Payment by Third Party	MAY 2014
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
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
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
252.215-7008	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
252.232-7001	Disposition Of Payment	DEC 1991
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
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### 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.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government at the rate(s) shown in the following table for each calendar day of delay until the work is completed or accepted.

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

Each additional \$100,000 – add \$50	
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(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Government contemplates award of a FACILITY SERVICE 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 the contract completion date or final task order completion date (whichever comes later).

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(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](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm); or <http://www.sba.gov/hubzone>;

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

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

(End of clause)

#### 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.

THE STATEMENTS BELOW ARE FOR INFORMATION ONLY: THEY ARE NOT WAGE DETERMINATIONS

Employee Class	Schedule Step	Title	Monetary Wage
WG-10	2	Arborist	\$27.93
WG -10	2	Boiler Tender	\$27.93
WG -9	2	Carpenter, Maintenance	\$26.75
WG -10	2	Electrician, Maintenance	\$27.93
WG -9	2	Electronic Technician Maintenance II	\$26.75
WG -10	2	Elevator Installer and Repairer	\$27.93
WG -10	2	Fire Alarm System Mechanic	\$27.93
WG -8	2	General Maintenance Worker	\$25.24
WG -10	2	Electrician, Maintenance (Generator Mechanic)	\$27.93
WG -10	2	Heavy Equipment Mechanic	\$27.93
WG -10	2	Heavy Equipment Operator	\$27.93
WG -10	2	HVAC Mechanic	\$27.93
WG-2	2	Janitor	\$15.22
WG -2	2	Laborer	\$15.22
WG-3	2	Laborer, Grounds Maintenance	\$16.88
WG -9	2	Locksmith	\$26.75
WG -10	2	Machinery Maintenance Mechanic	\$27.93
WG -5	2	Maintenance Trades Helper	\$20.23
WG -9	2	Painter, Maintenance	\$26.75
WG-9	2	Pest Controller	\$26.75
WG -10	2	Pipefitter, Maintenance	\$27.93
WG -9	2	Plumber, Maintenance	\$26.75
WG-2	2	Refuse Collector	\$15.22
WG-5	2	Tractor Operators	\$20.23
WG -10	2	Transportation -Motor Vehicle Mechanic	\$27.93
WG -10	2	Transportation -Rigger	\$27.93
WG-8	2	Truck Driver, Heavy	\$25.24
WG -9	2	Sewage Plan Operator (Wastewater Treatment Plant Operator)	\$26.75
WG -9	2	Water Plant Operator	26.75\$
WG -10	2	Welder, Maintenance	\$27.93

Note: Based on Federal Wage System Regular and Special Production Facilitating Wage Rate Schedules for Kansas City, Missouri (RUS) Wage Area issued 30 December 2014. Fringe Benefits are not included in the monetary wage rates shown in the table above.

Employee Class	Schedule Step	Title	Monetary Wage
WG-10	2	Arborist	\$26.81
WG -10	2	Boiler Tender	\$26.81
WG -9	2	Carpenter, Maintenance	\$25.68
WG -10	2	Electrician, Maintenance	\$26.81
WG -9	2	Electronic Technician Maintenance II	\$25.68

WG -10	2	Elevator Installer and Repairer	\$26.81
WG -10	2	Fire Alarm System Mechanic	\$26.81
WG -8	2	General Maintenance Worker	\$24.46
WG -10	2	Electrician, Maintenance (Generator Mechanic)	\$26.81
WG -10	2	Heavy Equipment Mechanic	\$26.81
WG -10	2	Heavy Equipment Operator	\$26.81
WG -10	2	HVAC Mechanic	\$26.81
WG-2	2	Janitor	\$13.67
WG -2	2	Laborer	\$13.67
WG-3	2	Laborer, Grounds Maintenance	\$15.53
WG -9	2	Locksmith	\$25.68
WG -10	2	Machinery Maintenance Mechanic	\$26.81
WG -5	2	Maintenance Trades Helper	\$19.24
WG -9	2	Painter, Maintenance	\$25.68
WG-9	2	Pest Controller	\$25.68
WG -10	2	Pipefitter, Maintenance	\$26.81
WG -9	2	Plumber, Maintenance	\$25.68
WG-2	2	Refuse Collector	\$13.67
WG-5	2	Tractor Operators	\$26.81
WG -10	2	Transportation -Motor Vehicle Mechanic	\$26.81
WG -10	2	Transportation -Rigger	\$26.81
WG-8	2	Truck Driver, Heavy	\$24.46
WG -9	2	Sewage Plan Operator (Wastewater Treatment Plant Operator)	\$25.68
WG -9	2	Water Plant Operator	\$25.68
WG -10	2	Welder, Maintenance	\$26.81

Note: Based on Federal Wage System Regular and Special Production Facilitating Wage Rate Schedules for the St. Louis, Missouri (RUS) Wage area issued 30 December 2014. Fringe Benefits are not included in the monetary wage rates shown in the table above.

Employee Class	Schedule Step	Title	Monetary Wage
WG-10	2	Arborist	\$23.58
WG -10	2	Boiler Tender	\$23.58
WG -9	2	Carpenter, Maintenance	\$22.39
WG -10	2	Electrician, Maintenance	\$23.58
WG -9	2	Electronic Technician Maintenance II	\$22.39
WG -10	2	Elevator Installer and Repairer	\$23.58
WG -10	2	Fire Alarm System Mechanic	\$23.58
WG -8	2	General Maintenance Worker	\$21.29
WG -10	2	Electrician, Maintenance (Generator Mechanic)	\$23.58
WG -10	2	Heavy Equipment Mechanic	\$23.58
WG -10	2	Heavy Equipment Operator	\$23.58
WG -10	2	HVAC Mechanic	\$23.58
WG-2	2	Janitor	\$13.53
WG -2	2	Laborer	\$13.53

WG-3	2	Laborer, Grounds Maintenance	\$14.93
WG -9	2	Locksmith	\$22.39
WG -10	2	Machinery Maintenance Mechanic	\$23.58
WG -5	2	Maintenance Trades Helper	\$17.66
WG -9	2	Painter, Maintenance	\$22.39
WG-9	2	Pest Controller	\$22.39
WG -10	2	Pipefitter, Maintenance	\$23.58
WG -9	2	Plumber, Maintenance	\$22.39
WG-2	2	Refuse Collector	\$13.53
WG-5	2	Tractor Operators	\$17.66
WG -10	2	Transportation -Motor Vehicle Mechanic	\$23.58
WG -10	2	Transportation -Rigger	\$23.58
WG-8	2	Truck Driver, Heavy	\$21.29
WG -9	2	Sewage Plan Operator (Wastewater Treatment Plant Operator)	\$22.39
WG -9	2	Water Plant Operator	\$22.39
WG -10	2	Welder, Maintenance	\$23.58

Note: Based on Federal Wage System Regular and Special Production Facilitating Wage Rate Schedules for the Nashville, Tennessee (RUS) Wage area issued 28 April 2015. Fringe Benefits are not included in the monetary wage rates shown in the table above.

(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/VFDFARA.HTM>

[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance/nmcars](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

##### 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](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)

#### CLAUSES INCORPORATED BY FULL TEXT

252.216-7006 ORDERING (MAY 2011)

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

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

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

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

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

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

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

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

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

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

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

**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.

## 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 utilities for use only in connection with this contract. The use of Government-furnished utilities for other purposes is prohibited.

a. Government-Furnished Facilities. The Government will not provide GFF under this contract, all facilities used to perform services are to be provided by the Contractor as specified.

b. Government-Furnished Equipment. The Government will not provide GFE under this contract, all equipment used to perform services is to be provided by the Contractor as specified.

c. Government-Furnished Material. The Government will not provide GFM under this contract, all material used to perform services is to be provided by the Contractor as specified.

d. Availability of Utilities. The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. 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. Provide and maintain backflow prevention devices on connections to electric lines. Meet all Federal, State, local and installation codes and regulations for

backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.

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

(End of clause)

#### 5252.248-1 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.

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

**SECTION J**

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

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

Section J – Table of Contents**ACQUISITION:**

JB-1	JB1 FTE Supplemental Pricing (Provided as file name: N6945015R2119_JB-1FTESheet.xls)
J-0200000-02	Wage Determinations are provided as follows:
	1) Construction Wage Rate General Decisions (Provided as file name: N6945015R2119_J-20200000-CWRGD_AM0003.pdf)
	2) Service Contract Labor Standards Statute Wage Determinations (Provided as file name: N6945015R2119_J-0200000-SCLSSWD_AM0003.pdf).
JL-1	Government Pre-award Inquiry Form (GPIF) (Provided as file name: N6945015R2119_JL-1GPIF.xls)
JL-1.1	Government Pre-Award Inquiry Form (Provided as file name: N6945015R2119GPI_0001.pdf)
JL-2	AMAG Form to Obtain Visitor's Pass (Provided as file name: N6945015R2119_JL-2AMAG.xls)
JL-3	OMB 0703-0061 Form to Obtain Visitor's Pass/Access to NAS JAX (provided as file name: N6945015R2119_JL-3OMB.pdf)
JL-4	Site Visit Itinerary (provided as file name: N6945015R2119_JL-4SiteVisit.pdf)
JL-5	Site Visit Brief (Provided as file name: N6945015R2119_Site-Visit_Brief.pdf)
JL-6	Site Visit Log (Provided as file name: N6945015R2119_Site_Visit_Log.pdg)
JM-1	Past Performance Questionnaire (Provided as file name: N6945015R2119_7JM-1PPQ.docx)

The TECHNICAL documents are posted as individual file names as indicated in the table below or “all-inclusive” under filename: N6945015R2119\_SectionJ\_Amend0003.

**TECHNICAL:**

J-02000000--06	Service Provider Information (Provided as file name J-0200000-06Service Provider.xls)
J-02000000-07	Asset Information (Provided as file name J-02000000-07AssetInfo.xls)
J-02000000-10	CNRSEINST 4101.1 Navy Region SE Energy Management Program (Provided as file name: J-0200000-10CNRSEINST41011.pdf)
J-02000000-12	Exhibit Line Item Numbers (Provided as file name J-02000000-12ELINS_Amend0003.xls)

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

## CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(  ) Paragraph (d) applies.

(  ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <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 paragraph (c) 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 clause 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 Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

(iii) In an administrative proceeding, a finding of fault and liability that results in--

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

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

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

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

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

(End of provision)

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

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

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

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

(b) Representations. (1) The offeror represents as part of its offer that it (  ) is, (  ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it (  ) is, (  ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

L.1 PERIOD OF ACCEPTANCE

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

L.2 PROPOSAL DELIVERY

Proposals shall be clearly marked "SOLICITATION N69450-15-R-2119 MID-SOUTH NOSC BOS SERVICES, and sent to the following address:

U. S. Mail:	Other Delivery Services:
NAVFAC SE	NAVFAC SE
FSC-BOS Division Acquisition Core (ATTN: Susan Forchette)	FSC-BOS Division Acquisition Core (ATTN: Susan Forchette)
P.O. Box 30	Building 903, Yorktown Avenue
NAS Jacksonville	NAS Jacksonville
Jacksonville, FL 32212-0030	Jacksonville, FL 32212-0030

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).

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 site visit. These forms shall be electronically forwarded to Susan Forchette at [susan.forchette@navy.mil](mailto:susan.forchette@navy.mil) with a copy to Rebecca Jones at [Rebecca.m.jones@navy.mil](mailto:Rebecca.m.jones@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

DII Government Preaward Inquiries/Requests for Information shall be submitted in writing to the contract specialist at: [susan.forchette@navy.mil](mailto:susan.forchette@navy.mil) (with a copy to [Rebecca.m.jones@navy.mil](mailto:Rebecca.m.jones@navy.mil)) prior to the Government cutoff date of: 2:00 PM EST, FRIDAY 12 JUN 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: N6945015R2119\_JL-1GPIF.xls. It is the Offeror's responsibility to verify receipt of all questions with the contract specialist, Susan Forchette at [susan.forchette@navy.mil](mailto:susan.forchette@navy.mil).

#### 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 PROPOSALS

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

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.237-1	Site Visit	APR 1984
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

NAVFAC Southeast  
Acquisition Core, ATTN: Rebecca Jones  
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](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 52,204-7;
  - 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. Submit two copies of the entire Responsibility Determination information on CD filed inside the cover of the "Original" hard copy Responsibility Determination binder.
  - i. 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-02000000-12ELINS (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. Text will be black using a font no smaller than 11 point, Times New Roman or Courier. For larger spreadsheets, the offeror may submit folded 11 by 17 inch sheets with printing on one side only. Double-side printing is permitted.
  - 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 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 100 pages. Blank tab dividers are excluded from the page limitation. Past Performance Questionnaires sent directly to the Contracting Office will 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. 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.
  - i. Text will be black using a font no smaller than 11 point and single line spacing, Times New Roman or Courier.

- (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.

Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

#### FAC 5252.237-9302 SITE VISIT (JUL 1995)

(a) The site visits will be conducted on 3 and 4 June 2015 and 9 and 10 June 2015. Designated locations and times for the site visits will be specified on the site visit itinerary. The itinerary is provided as an attachment, filename: N6945015R2119\_JL4SiteVisit.pdf. 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 visit related information will be provided via amendment.

#### BASE OPERATIONS SUPPORT SERVICES AT NOSC Knoxville, TN:

DATE OF SITE VISIT: 3 June 2015  
TIME OF SITE VISIT: 9:00 AM Central Daylight Time (CDT)  
MEETING LOCATION FOR SITE VISIT: **SEE ITINERARY**

#### BASE OPERATIONS SUPPORT SERVICES AT NOSC ST. Chattanooga, TN:

DATE OF SITE VISIT: 4 June 2015  
TIME OF SITE VISIT: 9:00 AM Central Daylight Time (CDT)  
MEETING LOCATION FOR SITE VISIT: **SEE ITINERARY**

#### BASE OPERATIONS SUPPORT SERVICES AT NOSC St. Louis, MO :

DATE OF SITE VISIT: 9 June 2015  
TIME OF SITE VISIT: 9:00 AM Central Daylight Time (CDT)  
MEETING LOCATION FOR SITE VISIT: **SEE ITINERARY**

#### BASE OPERATIONS SUPPORT SERVICES AT NOSC Kansas City, MO :

DATE OF SITE VISIT: 10 June 2015  
TIME OF SITE VISIT: 9:00 AM Central Daylight Time (CDT)  
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 DETECTION DEVICES, INSTRUMENTS OR OTHER SECURITY METHODS/PROCEDURES. SECURITY PERSONNEL COULD BE PRESENT AT VARIOUS LOCATIONS DURING THE SITE VISIT.
2. NO FOREIGN NATIONALS WILL BE PERMITTED TO PARTICIPATE IN THE SITE VISIT.

3. ALL CONTRACTORS MUST SUBMIT A LIST OF SITE VISIT ATTENDEES FOR EACH OF THE NOSC LOCATIONS TO GAIN ACCESS TO EACH OF THE SITE VISIT LOCATIONS. THIS INFORMATION MUST BE COMPLETED AND RETURNED BY 2:00 PM CDT 2 JUNE FOR PARTICIPATION IN THE KNOXVILLE AND/OR CHATTANOOGA SITE VISIT(S) AND BY 2:00 PM CDT 8 JUNE 2015 FOR PARTICIPATION IN THE ST. LOUIS AND /OR KANSAS CITY SITE VISIT(S).

4. FORWARD LIST OF ATTENDEES VIA EMAIL TO:

Susan Forchette  
EMAIL: [Susan.Forchette@navy.mil](mailto:Susan.Forchette@navy.mil)

Rebecca Jones  
EMAIL: [Rebecca.m.jones@navy.mil](mailto:Rebecca.m.jones@navy.mil)

Malcolm Griffin  
EMAIL: [malcolm.griffin@navy.mil](mailto:malcolm.griffin@navy.mil)

5. 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 or fax no later than the due date of 2:00 PM CDT 2 JUNE FOR PARTICIPATION IN THE KNOXVILLE AND/OR CHATTANOOGA SITE VISIT(S) AND no later than the due date of 2:00 PM CDT 9 JUNE 2015 FOR PARTICIPATION IN THE ST. LOUIS AND /OR KANSAS CITY SITE VISIT(S).

Submit request to [susanl.forchette@navy.mil](mailto:susanl.forchette@navy.mil). Early submission of requests is highly encouraged. Every effort will be made to accommodate reasonable requests.

6. EACH CONTRACTOR IS LIMITED TO THREE (3) PARTICIPANTS
7. GOVERNMENT TRANSPORTATION WILL NOT BE PROVIDED. SITE VISIT PARTICIPANTS MAY UTILIZE PRIVATELY OWNED VEHICLES TO PARTICIPATE IN THIS SITE VISIT (CURRENT VALID DRIVERS LICENSE, INSURANCE, REGISTRATION AND/OR RENTAL CAR AGREEMENT MAY BE REQUIRED TO DRIVE ON BASE).
8. THERE WILL ONLY BE ONE SCHEDULED SITE VISIT FOR EACH OF THE FOUR NOSC LOCATIONS FOR THIS SOLICITATION. CONTRACTORS WILL NOT BE ALLOWED ACCESS ON ANY OTHER DATES TO VIEW THE SITES.
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.
10. NO QUESTIONS WILL BE ANSWERED AT THE SITES. ALL QUESTIONS SHOULD BE SUBMITTED IN WRITING TO THE CONTRACT SPECIALIT POINT OF CONTACT AT: SUSAN FORCHETTE AND REBECCA JONES AT: [SUSAN.FORCHETTE@NAVY.MIL](mailto:SUSAN.FORCHETTE@NAVY.MIL) AND [REBECCA.M.JONES@NAVY.MIL](mailto:REBECCA.M.JONES@NAVY.MIL) PRIOR TO THE GOVERNMENT PRE-AWARD INQUIRY (GPE) CUT OFF DATE OF: 2:00 EDT 12 Jun 2015. ALL PROSPECTIVE OFFERORS (GPI) QUESTIONS MUST BE SUBMITTED ON THE PROVIDED GOVERNMENT PRE-AWARD INQUIRY FORM ATTACHED IN NECO WEBSITE, (<https://www.neco.navy.mil/index.aspx>) as file titled: N6945015R2119\_JL-1GPIF.xls. ALL GPIs SHALL BE SUBMITTED TO SUSAN FORCHETTE AT: [SUSAN.FORCHETTE@NAVY.MIL](mailto:SUSAN.FORCHETTE@NAVY.MIL) AND REBECCA JONES AT: [REBECCA.M.JONES@NAVY.MIL](mailto:REBECCA.M.JONES@NAVY.MIL).

11. ALL CONTRACTORS SHALL MEET AT THE DESIGNATED LOCATION AND TIME INDICATED ON THE ITINERARY.
12. A VALID GOVERNMENT-ISSUED PHOTO IDENTIFICATION WILL BE REQUIRED (DRIVER'S LICENSE, PASSPORT, ETC) FOR THIS SITE VISIT.
13. 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 PARTICIPANT INFORMATION DOES NOT INDICATE ACCESS WILL BE GRANTED. EACH INDIVIDUAL NOSC LOCATION'S 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 SITE VISIT 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.**

(End of Clause)

## Section M - Evaluation Factors for Award

### M.1 BASIS FOR AWARD

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

### M.2 EVALUATION FACTORS

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

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

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance 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 a completed Section B 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 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 \$250,000.00

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. Description of the relevance of this project to this solicitation.
- f. Percentage of the work that the firm subcontracted out.
- g. 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 previously performing relevant contracts directly responsible to the owner. Projects completed by the offeror or its corporate affiliates (e.g., subsidiaries, sister companies, and parent companies) in any capacity 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 \$250,000.00 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
- 1503010 Custodial
- 1503020 Pest Control
- 1503030 Integrated Solid Waste Management
- 1503050 Grounds Maintenance & Landscaping
- 1503060 Pavement Clearance

Each spec item for this sub-annex shall be address within the offeror's methodology. 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).

(ii) Basis of Evaluation: This factor will be evaluated as an overall factor with no sub-factors. The standard is met when the offeror demonstrates an acceptable understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement. The Government will evaluate the proposal to ensure the offeror's approach demonstrates the following: (1) adequate staffing levels supported by a reasonable Basis of Estimate (BOE); (2) an approach/methodology to effectively achieve performance objectives and standards that reflects the best industry and/or commercial practices for each performance objective and standard; (3) an approach that demonstrates an effective and resource efficient approach to workforce management, scheduling, quality control, and phase-in and phase-out plans.

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

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

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

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

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated

a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates.

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

(c) Past Performance

**(1) 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, N6945015R2119-1PPQ), 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, Susan Forchette or Rebecca Jones via email at [susan.forchette@navy.mil](mailto:susan.forchette@navy.mil) or [rebecca.m.jones@navy.mil](mailto:rebecca.m.jones@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 (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

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

#### CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990