

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 65	
2. CONTRACT NO.		3. SOLICITATION NO. N69450-15-R-2121	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 13 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 (If other than Item7) See Item 7		CODE	TEL: FAX:
			TEL: FAX: 904-542-6942			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 16 Jun 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 REBECCA JONES	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 904-542-8816	C. E-MAIL ADDRESS rebecca.m.jones@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

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

Section A - Solicitation/Contract Form

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 include all labor, management, supervision, tools, material, and equipment required to perform refuse collection and disposal at Naval Air Station Corpus Christi; Naval Air Station Kingsville; Naval Air Auxiliary Landing Field Cabaniss; and Naval Air Auxiliary Landing Field Waldron, Texas, hereby referred to as the South Texas area. The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

A.3 COMPETITION ENVIRONMENT

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

A.4 NAICS CODE

The NAICS code is 562111, Solid Waste Collection.

A.5 PRIOR CONTRACT INFORMATION

The contract issued as a result of this solicitation will replace contract N69450-12-D-6833, which is due to expire on 30 September 2015. The following information applies to that contract. No assurances are made that workload and volume of future effort and costs will replicate past experience. This information is provided merely for informational purposes:

Contract Number N69450-12-D-6833

American Eagle Protective Services Corporation
7700 Chevy Chase Drive, Suite 230
Austin, Texas 78752

	Period of Performance	FFP	IDIQ	Total
Base Year	1 Oct 2012 – 30 Sep 2013	\$1,290,885.00	\$3,039.01	\$1,293,924.01
Option Year 1	1 Oct 2013 – 30 Sep 2014	\$1,327,395.96	\$3,130.18	\$1,330,526.14
Option Year 2	1 Oct 2014 – 30 Sep 2015	\$1,365,637.44	\$3,224.09	\$2,624,450.15
Total		\$3,983,918.40	\$9,393.28	\$3,993,311.68

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Each	UNIT PRICE	MAX AMOUNT
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0001

Base Year FFP
FFP

Recurring Integrated Solid Waste Management (ISWM) Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs A001 through A021 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Base Year FFP.

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

MAX
NET AMT

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

Base Year IDIQ
FFP

Non-Recurring ISWM Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELIN A700 through A710 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Base Year IDIQ.

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

FOB: Destination

MAX
NET AMT

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

OPTION

Option Period 1 FFP
FFP

Recurring Integrated Solid Waste Management (ISWM) Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs B001 through B021 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Option Period 1 FFP.

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

FOB: Destination

MAX
NET AMT

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

Non-Recurring ISWM Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELIN B700 through B710 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Option Period 1 IDIQ.

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

FOB: Destination

MAX
NET AMT

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

Recurring Integrated Solid Waste Management (ISWM) Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs C001 through C021 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Option Period 2 FFP.

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

FOB: Destination

MAX
NET AMT

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

Non-Recurring ISWM Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELIN C700 through C710 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Option Period 2 IDIQ.

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

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Option Period 3 FFP FFP	UNDEFINED	Each		

Recurring Integrated Solid Waste Management (ISWM) Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs D001 through D021 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Option Period 3 FFP.

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

MAX
NET AMT

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

Non-Recurring ISWM Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELIN D700 through D710 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Option Period 3 IDIQ.

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

MAX
NET AMT

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

Recurring Integrated Solid Waste Management (ISWM) Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs E001 through E021 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Option Period 4 FFP.

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

MAX
NET AMT

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

Non-Recurring ISWM Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELIN E700 through E710 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – Option Period 4 IDIQ.

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

MAX
NET AMT

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

Recurring Integrated Solid Waste Management (ISWM) Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs F001 through F021 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – FAR 52.217-8 Option FFP.

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

MAX
NET AMT

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

Non-Recurring ISWM Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELIN F700 through F710 from Attachment J-0200000-07, EXHIBIT LINE ITEM NUMBERS under file name: J-0200000-07ELINs.xls, worksheet ELIN – FAR 52.217-8 Option IDIQ.

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

MAX
NET AMT

B.1 PRICING OF CLINS

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

Section B CLINs are supported by Section J Exhibit Line Item Numbers (ELINs). Before Pricing Section B, complete the Section J ELINs Attachment excel spreadsheet. The spreadsheet includes multiple worksheets, which must be completed. Submit the completed spreadsheet with your proposal in hard copy and electronic format. The spreadsheet contains 12 tabs of ELINs, each corresponding to a Section B CLIN. They are identified for example, as: “Base Period FFP” (which is CLIN 0001), “Base Period IDIQ” (which is CLIN 0002), “First Option Period FFP” (which is CLIN 0003), First Option Period IDIQ” (which is CLIN 0004), Second Option Period FFP” (which is CLIN 0005), etc. ELINs with prefix “A” support the Base Year, ELINs with prefix “B” support Option Period 1, ELINs with prefix “C” support Option Period 2. ELINs with prefix “D” support Option Period 3, ELINs with Prefix “E” support Option Period 4, and ELINs with Prefix “F” support the FAR 52.217-8 Option Period, if necessary. Therefore the total of ELINs A001 through A021 will be the amount you should enter in Section B CLIN 0001. The total of A700 through A710 will be the amount you should enter in Section B CLIN 0002. The total of B001 through B021 will be the amount you should enter in Section B CLIN 0003. The total of B700 through B710 will be the amount you should enter in Section B CLIN 0004. The total of C001 through C021 will be the amount you should enter in Section B CLIN 0005. The total of C700 through C710 will be the amount you should enter in Section B CLIN 0006. The total of D001 through D021 will be the amount you should enter in Section B CLIN 0007. The total of D700 through D710 will be the amount you should enter in Section B CLIN 0008. The total of E001 through E021 will be the amount you should enter in Section B CLIN 0009. Continue pricing accordingly and make sure that the total of each Tab of ELINs is equal to its corresponding CLIN value entered in Section B. The total of all Section J ELINs should equal the total of all Section B CLINs 0001 through 0012.

B.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 CLINS

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

B.5 PHASE-IN AND PHASE-OUT

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

B.6 FULLY LOADED PRICING

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

B.7 UNIT PRICE ADJUSTMENTS

This contract incorporates Service Contract Act 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, 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 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 clause, the contractor may be entitled to an adjustment in contract price only when a new SCA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

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 0001, Base Period recurring work

Minimum guarantees do not apply to the option periods.

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>:

N6945015R2121SectionC.pdf

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

FAC 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

5252.237-9300 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 0001, 0003, 0005, 0007, 0009, and 0011. 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 and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

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

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

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

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

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.

- (b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.
- (c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) of Section I and all other remedies for default as may be provided by law.
- (d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of 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 Naval Air Station Corpus Christi; Naval Air Station Kingsville; Naval Air Auxiliary Landing Field Cabaniss; and Naval Air Auxiliary Landing Field Waldron, Texas.

F.2 CONTRACT TERM

The estimated start date is 1 October 2015. The initial contract term of performance is for one year. The entire duration of the contract if all options are exercised is 60 months. There are four option periods and each option period has a term of performance of one year (12 months). If the Government requires a shorter term or exercises an option for a period shorter than 12 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 52.217-8, 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>:

N6945015R2121SectionF.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 CORPUS CHRISTI INSPECTOR OF RECORD 8851 OCEAN DR, BLDG. 19 CORPUS CHRISTI TX 78419-5525 361-961-3397 FOB: Destination	N44215
0002	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0003	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0004	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0005	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0006	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0007	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0008	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0009	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0010	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0011	POP 01-OCT-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215
0012	POP 01-OCT-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44215

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

Within 20 days of contract award, prior to commencement of the work, the contractor will meet in conference with representatives of the contracting officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section G - Contract Administration Data

G.1 CONTRACT ADMIN

Upon award, contract administration shall be assigned to:

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

CLAUSES INCORPORATED BY REFERENCE

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

Contractor Support of Electronic Contracting (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Governmentwide Commercial Purchase Card (GCPC) program. When receiving GCPC 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 GCPC 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 GCPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

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

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 GCPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities.

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

ELIN	Short Description
X700	Full Service Short Term 3 to 5 Cubic Yard Container
X701	Full Service Short Term 6 to 8 Cubic Yard Container
X702	Full Service Short Term 10 to 15 Cubic Yard Container
X703	Full Service Short Term 40 Cubic Yard Container
X704	Full Service Short Term Compactor Container

X705	Full Service Long Term 3 to 5 Cubic Yard Container
X706	Full Service Long Term 6 to 8 Cubic Yard Container
X707	Full Service Long Term 10 to 15 Cubic Yard Container
X708	Full Service Long Term 40 Cubic Yard Container
X709	Full Service Long Term Compactor Container
X710	Foreign Port Origin Waste

H.3 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.4 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.5 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.6 SCHEDULE OF DEDUCTIONS

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.

H.7 COMMENCEMENT 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.

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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
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
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
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
52.222-17	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
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
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
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
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
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	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
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984

52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0006	Line Item Specific: Proration	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7008	Only One Offer	OCT 2013
252.217-7027	Contract Definitization	DEC 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.227-7000	Non-estoppel	OCT 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	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
252.249-7000	Special Termination Costs	DEC 1991

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 \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$100,000.00;

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

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract completion date or final task order completion date (whichever comes later).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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 562111- assigned to solicitation/ contract number N69450-15-R-2121/ TBD.

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

(End of clause)

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

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

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

Employee Class	Schedule Step	Title	Monetary Wage
WG-3	2	99710 – Recycling Laborer	\$17.05
WG-5	2	99711 – Recycling Specialist	\$20.23
WG-2	2	99730 – Refuse Collector	\$15.46

Note: Based on Federal Wage System Regular and Special Production Facilitating Wage Rate Schedules for the Corpus Christi, Texas (RUS) Wage Area issued 19 August 2014. Fringe Benefits are not included in the monetary wage rates shown in the table above.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

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)

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2015)

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

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

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

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

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

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

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

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.216-7006 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 contract completion date.

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

TBD

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

TBD

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>TBD</u>
Issue By DoDAAC	<u>TBD</u>
Admin DoDAAC	<u>TBD</u>
Inspect By DoDAAC	<u>TBD</u>
Ship To Code	<u>TBD</u>
Ship From Code	<u>TBD</u>
Mark For Code	<u>TBD</u>
Service Approver (DoDAAC)	<u>TBD</u>
Service Acceptor (DoDAAC)	<u>TBD</u>
Accept at Other DoDAAC	<u>TBD</u>
LPO DoDAAC	<u>TBD</u>
DCAA Auditor DoDAAC	<u>TBD</u>
Other DoDAAC(s)	<u>TBD</u>

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

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

TBD

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

TBD

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

(End of clause)

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

(a) Definitions. As used in this clause-

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

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are not included as an attachment. However, all of the services below are considered essential:

1503030 Integrated Solid Waste Management

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

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

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

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

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

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

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

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

(End of clause)

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

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services is not included as an attachment. However, all of the services below are considered essential:

1503030 Integrated Solid Waste Management

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

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

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

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

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

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

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

(End of provision)

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

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

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 5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

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

FAC 5252.245-9300 GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (SEP 2014)

In accordance with FAR clause 52.245-1, Government Property (APR 2012), Section I, the Government will not provide the Contractor the use of Government-owned facilities, equipment, materials, or utilities for use.

(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 are 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 are to be provided by the Contractor as specified.

(d) Availability of Utilities. The Government will not provide utilities under this contract, all utilities used to perform services are to be provided by the Contractor as specified.

(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)

01051 - Data Entry Operator I	10.21
01052 - Data Entry Operator II	12.12
01060 - Dispatcher, Motor Vehicle	15.58
01070 - Document Preparation Clerk	11.64
01090 - Duplicating Machine Operator	11.64
01111 - General Clerk I	11.40
01112 - General Clerk II	13.38
01113 - General Clerk III	15.06
01120 - Housing Referral Assistant	18.25
01141 - Messenger Courier	10.32
01191 - Order Clerk I	10.43
01192 - Order Clerk II	11.96
01261 - Personnel Assistant (Employment) I	15.03
01262 - Personnel Assistant (Employment) II	16.81
01263 - Personnel Assistant (Employment) III	18.75
01270 - Production Control Clerk	22.73
01280 - Receptionist	10.55
01290 - Rental Clerk	13.27
01300 - Scheduler, Maintenance	14.51
01311 - Secretary I	14.51
01312 - Secretary II	16.37
01313 - Secretary III	18.25
01320 - Service Order Dispatcher	15.58
01410 - Supply Technician	20.11
01420 - Survey Worker	15.95
01531 - Travel Clerk I	11.09
01532 - Travel Clerk II	12.21
01533 - Travel Clerk III	13.10
01611 - Word Processor I	12.31
01612 - Word Processor II	13.81
01613 - Word Processor III	15.45
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.21
05010 - Automotive Electrician	17.48
05040 - Automotive Glass Installer	16.74
05070 - Automotive Worker	16.74
05110 - Mobile Equipment Servicer	15.29
05130 - Motor Equipment Metal Mechanic	18.21
05160 - Motor Equipment Metal Worker	16.74
05190 - Motor Vehicle Mechanic	18.21
05220 - Motor Vehicle Mechanic Helper	14.51
05250 - Motor Vehicle Upholstery Worker	16.01
05280 - Motor Vehicle Wrecker	16.74
05310 - Painter, Automotive	17.48
05340 - Radiator Repair Specialist	16.74
05370 - Tire Repairer	14.77
05400 - Transmission Repair Specialist	18.21
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.21
07041 - Cook I	9.04
07042 - Cook II	10.08
07070 - Dishwasher	7.98
07130 - Food Service Worker	8.55
07210 - Meat Cutter	12.89
07260 - Waiter/Waitress	7.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	13.82
09080 - Furniture Refinisher	16.65
09090 - Furniture Refinisher Helper	13.82
09110 - Furniture Repairer, Minor	15.25
09130 - Upholsterer	17.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.49
11060 - Elevator Operator	8.92
11090 - Gardener	12.98
11122 - Housekeeping Aide	8.92
11150 - Janitor	9.67
11210 - Laborer, Grounds Maintenance	10.24
11240 - Maid or Houseman	7.55
11260 - Pruner	9.86
11270 - Tractor Operator	12.15
11330 - Trail Maintenance Worker	10.24
11360 - Window Cleaner	10.67

12000 - Health Occupations	
12010 - Ambulance Driver	16.18
12011 - Breath Alcohol Technician	16.18
12012 - Certified Occupational Therapist Assistant	25.05
12015 - Certified Physical Therapist Assistant	25.45
12020 - Dental Assistant	13.95
12025 - Dental Hygienist	26.11
12030 - EKG Technician	23.84
12035 - Electroneurodiagnostic Technologist	23.84
12040 - Emergency Medical Technician	16.18
12071 - Licensed Practical Nurse I	15.14
12072 - Licensed Practical Nurse II	16.93
12073 - Licensed Practical Nurse III	18.88
12100 - Medical Assistant	10.96
12130 - Medical Laboratory Technician	13.70
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.14
12195 - Medical Transcriptionist	13.92
12210 - Nuclear Medicine Technologist	25.78
12221 - Nursing Assistant I	9.86
12222 - Nursing Assistant II	11.12
12223 - Nursing Assistant III	12.13
12224 - Nursing Assistant IV	13.62
12235 - Optical Dispenser	12.11
12236 - Optical Technician	11.26
12250 - Pharmacy Technician	12.34
12280 - Phlebotomist	13.62
12305 - Radiologic Technologist	22.62
12311 - Registered Nurse I	25.83
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.23
12315 - Registered Nurse III, Anesthetist	38.23
12316 - Registered Nurse IV	45.82
12317 - Scheduler (Drug and Alcohol Testing)	20.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.99
13012 - Exhibits Specialist II	20.82
13013 - Exhibits Specialist III	25.46
13041 - Illustrator I	16.99
13042 - Illustrator II	20.82
13043 - Illustrator III	25.46
13047 - Librarian	23.18
13050 - Library Aide/Clerk	10.03
13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	12.51
13061 - Media Specialist I	15.10
13062 - Media Specialist II	16.90
13063 - Media Specialist III	18.84
13071 - Photographer I	13.47
13072 - Photographer II	16.43
13073 - Photographer III	19.23
13074 - Photographer IV	23.46
13075 - Photographer V	28.47
13110 - Video Teleconference Technician	14.29
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.77
14042 - Computer Operator II	16.52
14043 - Computer Operator III	18.43
14044 - Computer Operator IV	20.48
14045 - Computer Operator V	22.67
14071 - Computer Programmer I	(see 1) 21.52
14072 - Computer Programmer II	(see 1) 26.05
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 26.75
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.77
14160 - Personal Computer Support Technician	20.48
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.65
15020 - Aircrew Training Devices Instructor (Rated)	33.46

15030 - Air Crew Training Devices Instructor (Pilot)	39.29
15050 - Computer Based Training Specialist / Instructor	27.65
15060 - Educational Technologist	26.91
15070 - Flight Instructor (Pilot)	39.29
15080 - Graphic Artist	20.98
15090 - Technical Instructor	18.85
15095 - Technical Instructor/Course Developer	23.06
15110 - Test Proctor	15.22
15120 - Tutor	15.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.21
16030 - Counter Attendant	8.21
16040 - Dry Cleaner	9.65
16070 - Finisher, Flatwork, Machine	8.21
16090 - Presser, Hand	8.21
16110 - Presser, Machine, Drycleaning	8.21
16130 - Presser, Machine, Shirts	8.21
16160 - Presser, Machine, Wearing Apparel, Laundry	8.21
16190 - Sewing Machine Operator	10.14
16220 - Tailor	10.68
16250 - Washer, Machine	8.61
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.54
19040 - Tool And Die Maker	21.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.29
21030 - Material Coordinator	23.55
21040 - Material Expediter	23.55
21050 - Material Handling Laborer	10.07
21071 - Order Filler	10.37
21080 - Production Line Worker (Food Processing)	11.29
21110 - Shipping Packer	13.35
21130 - Shipping/Receiving Clerk	13.35
21140 - Store Worker I	13.50
21150 - Stock Clerk	18.20
21210 - Tools And Parts Attendant	11.77
21410 - Warehouse Specialist	11.77
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.10
23021 - Aircraft Mechanic I	24.06
23022 - Aircraft Mechanic II	25.10
23023 - Aircraft Mechanic III	26.15
23040 - Aircraft Mechanic Helper	19.17
23050 - Aircraft, Painter	20.41
23060 - Aircraft Servicer	21.17
23080 - Aircraft Worker	22.11
23110 - Appliance Mechanic	19.18
23120 - Bicycle Repairer	13.35
23125 - Cable Splicer	20.98
23130 - Carpenter, Maintenance	17.36
23140 - Carpet Layer	17.64
23160 - Electrician, Maintenance	19.38
23181 - Electronics Technician Maintenance I	20.66
23182 - Electronics Technician Maintenance II	22.55
23183 - Electronics Technician Maintenance III	23.59
23260 - Fabric Worker	16.74
23290 - Fire Alarm System Mechanic	17.34
23310 - Fire Extinguisher Repairer	15.82
23311 - Fuel Distribution System Mechanic	24.91
23312 - Fuel Distribution System Operator	20.32
23370 - General Maintenance Worker	14.41
23380 - Ground Support Equipment Mechanic	24.06
23381 - Ground Support Equipment Servicer	21.17
23382 - Ground Support Equipment Worker	22.11
23391 - Gunsmith I	15.82
23392 - Gunsmith II	17.64
23393 - Gunsmith III	19.39
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.00
23430 - Heavy Equipment Mechanic	17.79
23440 - Heavy Equipment Operator	17.34
23460 - Instrument Mechanic	20.98

23465 - Laboratory/Shelter Mechanic	18.54
23470 - Laborer	12.71
23510 - Locksmith	17.53
23530 - Machinery Maintenance Mechanic	21.16
23550 - Machinist, Maintenance	20.96
23580 - Maintenance Trades Helper	13.91
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	21.88
23593 - Metrology Technician III	22.78
23640 - Millwright	19.39
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	18.10
23790 - Pipefitter, Maintenance	19.64
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	19.39
23850 - Rigger	21.25
23870 - Scale Mechanic	17.64
23890 - Sheet-Metal Worker, Maintenance	23.54
23910 - Small Engine Mechanic	16.63
23931 - Telecommunications Mechanic I	20.85
23932 - Telecommunications Mechanic II	21.75
23950 - Telephone Lineman	23.11
23960 - Welder, Combination, Maintenance	18.30
23965 - Well Driller	19.15
23970 - Woodcraft Worker	19.39
23980 - Woodworker	15.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.99
24580 - Child Care Center Clerk	11.21
24610 - Chore Aide	8.36
24620 - Family Readiness And Support Services Coordinator	11.85
24630 - Homemaker	13.71
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.98
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	20.98
25190 - Ventilation Equipment Tender	15.93
25210 - Water Treatment Plant Operator	18.16
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.13
27007 - Baggage Inspector	10.84
27008 - Corrections Officer	19.97
27010 - Court Security Officer	19.97
27030 - Detection Dog Handler	13.78
27040 - Detention Officer	19.97
27070 - Firefighter	20.34
27101 - Guard I	10.84
27102 - Guard II	13.78
27131 - Police Officer I	23.49
27132 - Police Officer II	26.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.34
28042 - Carnival Equipment Repairer	12.85
28043 - Carnival Equipment Worker	10.10
28210 - Gate Attendant/Gate Tender	12.94
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.48
28510 - Recreation Aide/Health Facility Attendant	10.57
28515 - Recreation Specialist	17.94
28630 - Sports Official	11.54
28690 - Swimming Pool Operator	16.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.93
29020 - Hatch Tender	17.93
29030 - Line Handler	17.93
29041 - Stevedore I	17.11
29042 - Stevedore II	18.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.32

30023 - Archeological Technician III	25.17
30030 - Cartographic Technician	25.17
30040 - Civil Engineering Technician	22.71
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.32
30063 - Drafter/CAD Operator III	22.67
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	15.64
30082 - Engineering Technician II	17.56
30083 - Engineering Technician III	19.64
30084 - Engineering Technician IV	24.33
30085 - Engineering Technician V	31.55
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	22.96
30210 - Laboratory Technician	19.91
30240 - Mathematical Technician	25.17
30361 - Paralegal/Legal Assistant I	17.64
30362 - Paralegal/Legal Assistant II	21.86
30363 - Paralegal/Legal Assistant III	26.74
30364 - Paralegal/Legal Assistant IV	32.35
30390 - Photo-Optics Technician	24.33
30461 - Technical Writer I	25.17
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.26
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 3)	21.55
Surface Programs	
30621 - Weather Observer, Senior (see 3)	24.33
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.03
31030 - Bus Driver	14.79
31043 - Driver Courier	11.98
31260 - Parking and Lot Attendant	8.91
31290 - Shuttle Bus Driver	12.80
31310 - Taxi Driver	9.28
31361 - Truckdriver, Light	12.80
31362 - Truckdriver, Medium	15.17
31363 - Truckdriver, Heavy	15.38
31364 - Truckdriver, Tractor-Trailer	15.38
99000 - Miscellaneous Occupations	
99030 - Cashier	8.97
99050 - Desk Clerk	8.99
99095 - Embalmer	21.11
99251 - Laboratory Animal Caretaker I	9.41
99252 - Laboratory Animal Caretaker II	9.88
99310 - Mortician	21.11
99410 - Pest Controller	15.36
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.32
99711 - Recycling Specialist	17.01
99730 - Refuse Collector	12.97
99810 - Sales Clerk	10.96
99820 - School Crossing Guard	9.95
99830 - Survey Party Chief	18.65
99831 - Surveying Aide	12.54
99832 - Surveying Technician	15.43
99840 - Vending Machine Attendant	10.82
99841 - Vending Machine Repairer	12.50
99842 - Vending Machine Repairer Helper	10.82

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

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

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

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

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

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.209-7004 Subcontracting With Firms That Are Owned or Controlled ByDEC 2014
The Government of a Country that is a State Sponsor of
Terrorism

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 562111.

(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 562111.

(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-2121 SOUTH TEXAS ISWM SERVICES", and sent to the following address:

U. S. Mail:	Other Delivery Services:
NAVFAC SE	NAVFAC SE
FSC-BOS Division Acquisition Core (ATTN: Rebecca Jones)	FSC-BOS Division Acquisition Core (ATTN: Rebecca Jones)
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 visit. These forms shall be electronically forwarded to Rebecca Jones at rebecca.m.jones@navy.mil with a copy to Cari Fiebach at cari.fiebach@navy.mil. Individuals must provide vehicle registration, proof of insurance, and/or rental car contract. Each person requesting a temporary pass must be sponsored by either a military member or a base civil service Government employee prior to driving onto the base. Only persons who have been sponsored can be issued a temporary pass. Personnel and vehicle one-day passes must be obtained at the Pass and ID Office on Yorktown Avenue, Building 9. It is imperative that all potential offerors adhere to this notice in order to avoid delay in submitting your proposal. Also, be advised by this notice that the level of security at NAS Jacksonville may change at any time. As the level of security heightens, the amount of time required to gain access to the base also increases. Please contact the contract specialist or the contracting officer, via the email address(es) above, to coordinate hand-delivered proposals.

L.3 ADDITIONAL RFP FILES

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

L.4 PRE AWARD INQUIRY FORM

All Government Preaward Inquiries/Requests for Information shall be submitted in writing to the Contract Specialist at: rebecca.m.jones@navy.mil (with a copy to cari.fiebach@navy.mil) prior to the Government cutoff date of: 10:00AM EDT, 1 June 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: N6945015R2121GPIF.xls. It is the Offeror's responsibility to verify receipt of all questions with the Contract Specialist, Rebecca Jones at rebecca.m.jones@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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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. Offerors shall submit plan in accordance with DFARS 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010).
 - i. Submit two copies of the entire Responsibility Determination information on CD filed inside the cover of the "Original" hard copy Responsibility Determination binder.
 - j. 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-0200000-07 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. In the event of a discrepancy between the Non-Price proposal hard copies and the Non-Price proposal electronic copies, the Non-Price proposal hard copies will take precedence.
 - d. State a clear acknowledgement within the beginning of the binder that nothing in the following proposal is meant to supersede or reduce any of the individual requirements to which the offer addresses. It is the Government's intent to incorporate the offeror's proposal into the final contract while at the same time eliminating any contradictory or conflicting requirements between the two. In the event of a conflict between any part or parts of the

- offer and part or parts of the requirement, the government has the right to selectively choose that part or those parts which are the more advantageous of the two.
- e. The non-price proposal submittal shall not exceed 75 pages. Blank tab dividers are excluded from the page limitation. Past Performance Questionnaires 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.
 - (5) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

FAC 5252.237-9302 SITE VISIT (JUL 1995)

(a) The site visit will be conducted on Wednesday, 27 May 2015. Designated location and time for the site visit will be specified on the site visit itinerary. The itinerary is provided as an attachment, filename: N6945015R2121_Site_Visit_Agenda.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 related information will be provided via amendment.

INTEGRATED SOLID WASTE MANAGEMENT SERVICES AT NAS CORPUS CHRISTI; NAS KINGSVILLE; NAVAL AIR AUXILIARY LANDING FIELD CABANISS, TX; AND NAVAL AIR AUXILIARY LANDING FIELD WALDRON, TX.

DATE OF VISIT: **27 MAY 2015**
 TIME OF SITE VISIT: **9:00 A.M. – 1:30 P.M.**
 MEETING LOCATION FOR SITE VISIT: **SEE ITINERARY**

NOTICES AND SPECIAL INSTRUCTIONS TO ALL CONTRACTOR SITE VISIT PARTICIPANTS

1. ALL PARTICIPANTS MAY BE SUBJECT TO SCAN OR SEARCH. SEARCHES/SCANS MAY CONSTITUTE USE OF 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 COMPLY WITH THE COMPLETION AND SUBMISSION OF THE GUEST SPONSORSHIP REQUEST FORM AND THE OMB-0703-0061 TO GAIN ACCESS TO THE

VARIOUS LOCATIONS FOR THE SITE VISIT. THE FORMS MUST BE COMPLETED AND RETURNED BY 2:00 PM EDT, TUESDAY, 19 MAY 2015. ONLY CLEARED CONTRACTORS WILL BE ALLOWED TO PARTICIPATE IN THE SITE VISIT. THE FORMS ARE PROVIDED ON THE NECO WEBSITE (<HTTPS://NECO.NAVY.MIL/INDEX.ASPX>) AS ATTACHMENTS: N6945015R2121_SPONSORFORM.XLS AND N6945015R2121_OMB0703.PDF.

Should special accommodations be required to attend the site visit, provide a "Request for Special Accommodations" letter identifying what specific accommodations are needed and how many individuals require these accommodations. This letter must be submitted via email no later than the due date of: 2:00 PM EDT, Tuesday, 19 May 2015 to rebecca.m.jones@navy.mil. Early submission of requests is highly encouraged. Every effort will be made to accommodate reasonable requests.

4. THE GUEST SPONSORSHIP FORM SHALL BE FORWARDED TO REBECCA JONES, DANIEL ORTIZ, AND CARI FIEBACH VIA EMAIL:

Rebecca Jones
Email: rebecca.m.jones@navy.mil

Daniel Ortiz
Email: daniel.ortiz5@navy.mil

Cari Fiebach
Email: cari.fiebach@navy.mil

5. GOVERNMENT TRANSPORTATION WILL NOT BE PROVIDED. SITE VISIT PARTICIPANTS MAY UTILIZE THEIR 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).

6. THERE WILL ONLY BE ONE SCHEDULED SITE VISIT FOR THIS SOLICITATION. CONTRACTORS WILL NOT BE ALLOWED ACCESS ON ANY OTHER DATES TO VIEW THE SITE.

7. 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.

8. NO QUESTIONS WILL BE ANSWERED AT THE SITES. ALL QUESTIONS SHOULD BE SUBMITTED IN WRITING TO THE CONTRACTING OFFICER POINTS OF CONTACT REBECCA JONES AND CARI FIEBACH AT: REBECCA.M.JONES@NAVY.MIL AND CARI.FIEBACH@NAVY.MIL PRIOR TO THE GOVERNMENT PRE-AWARD INQUIRY (GPI) CUT OFF DATE OF: 10:00AM EDT, MONDAY, 1 JUNE 2015. ALL PROSPECTIVE OFFERORS SUBMITTING 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: N6945015R2121GPIF.XLS. ALL GPIS SHALL BE SUBMITTED TO REBECCA JONES AND CARI FIEBACH AT: REBECCA.M.JONES@NAVY.MIL AND CARI.FIEBACH@NAVY.MIL.

9. ALL CONTRACTORS SHALL MEET AT THE DESIGNATED LOCATION AND TIME INDICATED ON THE ITINERARY.

10. A VALID GOVERNMENT-ISSUED PHOTO IDENTIFICATION WILL BE REQUIRED (DRIVERS LICENSE, PASSPORT, ETC) FOR THIS SITE VISIT.

11. 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. THE NAS CORPUS CHRISTI 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 NAS CORPUS CHRISTI AND OTHER SITE LOCATIONS MAY CHANGE AT ANY TIME. AS THE LEVEL OF SECURITY HEIGHTENS, THE AMOUNT OF TIME REQUIRED FOR ENTRANCE TO THE BASE AND OTHER LOCATIONS ALSO INCREASES. IN ADDITION, THE SITE VISIT MAY BE CANCELLED BY THE GOVERNMENT AT ANY TIME DUE TO CHANGES IN THE LEVEL OF SECURITY. CONTRACTORS ARE RESPONSIBLE FOR ANY COSTS INCURRED TO PARTICIPATE IN THIS SITE VISIT.

Section M - Evaluation Factors for Award

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 \$300,000.00 per year or greater and shall be: 1) ongoing with at least 12 months of contract performance completed by the date of receipt of proposals, or 2) shall be completed, within the last five (5) years. For each project the offeror shall provide:

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

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

a. A one-page narrative clearly demonstrating that the corporate affiliates will have meaningful participation in the project by identifying the personnel or resources from the corporate affiliates that will be dedicated to the project; and

b. An organization chart that demonstrates the corporate relationship of the affiliates.

(ii) Basis of Evaluation: For experience, the Government seeks to evaluate the relevant experience of the offeror as a prime contractor 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 \$300,000.00 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:

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, N6945015R2121-1PPQ), 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, Rebecca Jones or Cari Fiebach via email at rebecca.m.jones@navy.mil or cari.fiebach@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal

PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also, include performance recognition documents received within the last five (5) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

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

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

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

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

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability "unknown" shall be considered "acceptable."

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990