

N69450-15-RP-00035

Relocation Assistance Services for MILCON P-433, Beaufort County, South Carolina

This is a combined synopsis/solicitation for commercial items. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. Offerors are responsible for monitoring the FedBizOpps website for the release of any amendments or other pertinent information.

The solicitation number is N69450-15-RP-00035 and is issued as a Request for Proposals (RFP) under full and open competition.

PROJECT

The Government intends to award a firm fixed price contract for relocation assistance services as described in the Statement of Work in support of the Government's acquisition of real property interests in Beaufort County, South Carolina as part of Military Construction Project 433, Air Installation Compatible Use Zone (AICUZ) Land Acquisition. The land acquisitions will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601, et seq., as amended, and its implementing regulations, 49 CFR Part 24. Place of performance is Beaufort County, South Carolina.

The Government intends to award to the offeror whose proposal represents the best value to the Government, as determined by evaluation of proposals according to the established criteria. Proposals will be evaluated based on price and technical merits. Award will be made using Lowest Price Technically Acceptable Procedures in which award will be based on the lowest evaluated price that meets or exceeds the defined standards of acceptability for non-cost factors.

Offerors are advised that the Government intends to evaluate proposals and award a contract ("Contract for Relocation Assistance Services") without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Offerors should not assume they will be contacted or afforded the opportunity to qualify, discuss, explain, or revise their proposals. However, the Government may contact offerors for the purpose of clarifying aspects of the proposal. The Government reserves the right to conduct discussions if the Real Estate Contracting Officer later determines them to be necessary, and if discussions are conducted, the offerors in the competitive range will be afforded the opportunity to revise their proposals.

SUBMISSION DEADLINE/PROCEDURES

All proposals are due at 4:00 pm, Eastern Standard Time (EST), December 3, 2014. The offeror may confirm by telephone that its proposal package was properly received by contacting the Government Point of Contact listed below. Proposals shall be made in writing to one of the addresses below.

If sending via USPS address to:

Naval Facilities Engineering Command, Southeast
AM IPT-SC - (Code OPZBAW)
P.O. Box 30A
Jacksonville, FL 32212-0030

If sending via UPS or FedEx address to:

Naval Facilities Engineering Command, Southeast
Bldg 135, Ajax Street, AM IPT-SC
Jacksonville, FL 32212-0030
(904) 542-6118

Offerors must have an active registration in the Central Contractor Registration (CCR), “System for Award Management” (SAM), to be eligible for award.

Any amendments to this notice will be posted on Federal Business Opportunities (www.fbo.gov) and the Navy’s electronic solicitation website, NECO (<https://www.neco.navy.mil/>). It is each offeror’s responsibility to check these websites for any amendments and/or updates to the Solicitation.

ATTACHMENTS TO THIS NOTICE

1. Information to Offerors – Basis of Award/Evaluation Factors
2. Statement of Work
3. Contract for Relocation Assistance Services
4. Required Central Contractor Registration Instructions
5. Offeror Information Sheet
6. Proposal Sheet
7. Past Performance Contact Form
8. Past Performance Questionnaire Example

GOVERNMENT POINTS OF CONTACT

Ashley Wright
Phone: (904) 542-6118
Email: ashley.r.wright@navy.mil

Amanda Watson
Phone: (904) 542-6147
Email: amanda.f.watson@navy.mil

INFORMATION TO OFFERORS

PROPOSAL FORMAT REQUIREMENTS

Proposals shall be submitted on 8.5" x 11" paper and should include at a minimum these five items:

- (1) Completed "Proposal Sheet" (on enclosed form)
- (2) Completed "Offeror Information Sheet" (on enclosed form)
- (3) Narrative description of similar work successfully completed (Technical Factor 1)
- (4) Narrative description of offeror's ability to provide acceptable staffing, including individual resumes for key personnel (Technical Factor 2)
- (5) Past Performance Contact Form for two references (Past Performance Factor)

BASIS OF AWARD

The objective is selection of a contractor whose overall proposal demonstrates the best value to the Government based on the specified criteria. Award will be made using Lowest Price Technically Acceptable Procedures in which award will be based on the lowest evaluated price that meets or exceeds the defined standards of acceptability for the non-cost factors. All proposals will be evaluated against the established criteria set forth below under Technical Factor 1, Technical Factor 2, and the Past Performance Factor with Technical Factor 1, Technical Factor 2, and the Past Performance Factor being of equal importance. The Evaluation Board members shall review each proposal, rate each technical factor as "acceptable" or "unacceptable" and then determine whether each overall proposal is rated "acceptable" or "unacceptable." An unacceptable rating in any factor shall render the entire technical proposal unacceptable and therefore ineligible for award. Price does not receive a rating and tradeoffs are not permitted.

TECHNICAL FACTORS

Technical Factor 1: Corporate Experience

RFP Requirement: Offeror shall provide two example projects that demonstrate experience providing relocation assistance services similar to the Government's Statement of Work. The offeror shall provide a written narrative not longer than five (5) pages describing two example projects for which offeror has provided successful relocation assistance services similar to this Statement of Work demonstrating the following:

(1) that the offeror possesses a minimum of five (5) years of experience in providing relocation assistance services for similar scale projects in accordance with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; 2) 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs; and 3) specific State and local laws, rules, regulations, and ordinances relating to 1) and 2) above; AND

(2) that the offeror's example projects were performed for the Department of Defense, other Federal agencies, State agencies, or municipal entities.

Technical Factor 2: Capacity and Key Personnel

RFP Requirement: The Government will evaluate the offeror's ability to provide qualified employees and adequate staffing to perform the Statement of Work described in the Solicitation. The offeror shall provide a narrative describing its capacity in terms of personnel resources to perform the required services outlined in the Government's Statement of Work. The offeror shall identify and provide individual resumes for at least two qualified employees ("key personnel") designated to perform the services required in the Statement of Work. The offeror's narrative for this factor shall not be longer than five (5) pages. Resumes shall not be longer than two pages each and shall not be counted as part of the total pages allowed for the narrative. Offeror's narrative and the resumes must demonstrate the following:

- (1) that key personnel have performed similar relocation assistance services for the Department of Defense, other Federal agencies, State agencies, or municipal entities within the last year;
- (2) that key personnel possess all required licenses or certifications with the State of South Carolina at the time proposals are submitted;
- (3) that the offeror is staffed in a manner that at least one key person is available during working hours (8:00 am – 5:00 pm EST) every business day, except for Federal holidays; AND
- (4) that key personnel are able to be in Beaufort, South Carolina with a minimum of 36 hours notice.

PAST PERFORMANCE FACTOR

RFP Requirement: The Government will evaluate the offeror's past performance on the example projects submitted under Factor 1, Corporate Experience, by contacting a Past Performance Reference for each project. The Government may also utilize information from the Past Performance Information Retrieval System (PPIRS) and any other sources. (PPIRS is a central retrieval system for all DoD past performance information.)

Offerors shall provide contact information for Past Performance References for each example project submitted under Technical Factor 1, Corporate Experience, including firm name, full name of specific point of contact, telephone number, email address, and mailing address. It is the offeror's responsibility to ensure that all contact information provided for Past Performance references is correct. The inability of the Government to reach any of the provided references may preclude the offeror from being considered acceptable. An offeror's indication of no past performance of similar relocation assistance services will result in a determination of "Neutral" for this factor, which shall not be evaluated favorably or unfavorably.

Past Performance includes but is not limited to the following:

- (1) Responsiveness – prompt reaction to requirements.
- (2) Timeliness – adherence to schedule.
- (3) Resource availability – adequate personnel, equipment, and supplies to support work.

- (4) Success – project considered “successfully” completed.
- (5) Continued relationship – reference’s desire to work with offeror again, if able.

PRICE

Price should take into account all effort described in this INFORMATION TO OFFERORS and the attached STATEMENT OF WORK.

Offerors are required to submit their proposed prices by completing the Proposal Sheet form provided and providing prices for all services listed therein. Price will be evaluated by totaling the price for all contract services together. The proposed service prices and total price proposed will be compared to the Government estimate and/or other independent price and cost information. The price proposal will be evaluated to determine the reasonableness and completeness of the offeror’s proposal.

Reasonableness. Price analysis comparisons indicate the offered price to be fair and reasonable.

One or more of the following techniques will be used to ensure a fair and reasonable price:

- (1) Comparison of proposed prices received in response to the solicitation.
- (2) Comparison of proposed prices with the independent Government estimate.
- (3) Comparison of proposed prices with available historical information.
- (4) Comparison of proposed prices with resources proposed.

A price that is found to be unreasonably high in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall proposal being considered unacceptable.

Proposed prices of all technically acceptable offers will be evaluated. The price proposals will be evaluated separately from the technical proposals.

Award will be granted to the offeror who meets or exceeds standards of acceptability for non-cost factors defined herein and proposes the lowest total price.

**STATEMENT OF WORK
FOR RELOCATION ASSISTANCE SERVICES FOR MILCON P-433 IN THE
VICINITY OF MARINE CORPS AIR STATION BEAUFORT IN
BEAUFORT COUNTY, SOUTH CAROLINA**

1. Introduction.

Relocation assistance services are required in conjunction with any real property acquisitions which result in the displacement of occupants in accordance with the Federal requirements defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), 42 U.S.C. §§ 4601, et seq., as amended, and 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs (“Uniform Act Regulations”).

This Statement of Work (SOW) describes the tasks and effort required to provide Federal relocation assistance services to eligible, displaced occupants in conjunction with the United States of America’s (the “Government”) acquisition of certain real property located in Beaufort County, South Carolina, pursuant to Military Construction Project P-433 (MILCON P433), and accompanies the Government’s Request for Proposals (N69450-15-RP-00035).

The MILCON P-433 acquisitions expected to result in the displacement of persons are in the vicinity of Marine Corps Air Station Beaufort (“MCAS Beaufort”) in Beaufort County, South Carolina as identified herein. The information provided in this SOW will become a part of the final Contract for Relocation Services, which will be administered by the Government’s Real Estate Contracting Officer (“RECO”) and his/her designee.

2. Specific Project Information.

Mobile Home Development: The Government will acquire a 27-acre mobile home development in Beaufort County, SC. Relocation services are required for eligible, displaced occupants of this development, including approximately three mobile home owner non-occupants, approximately six mobile home tenants and approximately 14 mobile home owner-occupants.

40 Acre Parcel: The Government will acquire a 40 acre parcel of land in Beaufort County, SC. Relocation services are required for eligible, displaced occupants of this property, including approximately one mobile home tenant and approximately three mobile home owner-occupants.

3. Required Relocation Services. In accordance with the Uniform Act and its implementing Regulations, provide all necessary relocation assistance for eligible occupants displaced by the Government’s acquisition of real property interests in Beaufort County, SC for MILCON P-433. Relocation services will be provided on a time schedule as required by the Government to support land acquisition schedules.

A. Relocation Assistance Advisory Services. The contractor shall implement relocation assistance advisory services for all identified, eligible displaced persons. Determinations as to

what constitutes “necessary” relocation assistance advisory services will be made by the Government and will be binding on the contractor.

(1) Research and Advisory Services.

a) Provide relocation information to displaced persons both verbally and in writing. The information provided will include clear and detailed explanations of what potential relocation expenses may or may not be compensated under the Uniform Act and its Regulations.

b) Conduct personal interviews with each displaced person to identify, in detail, family composition, income, and individual needs and preferences for relocation. Follow up with the displaced person to address questions and/or concerns that arose from the interview.

c) Determine type of displaced person and time in residence for residential (to include mobile homes) occupants to determine eligibility for Replacement Housing Payment (RHP).

d) Provide advisory services and other assistance as necessary for each displaced person throughout the relocation process. Advisory services shall include, but are not limited to:

i. Explanation of the Relocation Assistance Program, including Replacement Housing Payments.

ii. Explanation of options for Actual and Reasonable Moving Expenses or Fixed Payment for Moving Expenses and the claims process.

iii. Counseling and guidance as appropriate for each displaced person. Provide referrals to community service resources. Assist displaced persons in securing public housing and other services as needed.

iv. Offer, and provide if necessary, transportation for displaced person to inspect potential relocation properties.

v. Detailed explanation of the relocation process, eligibility requirements, entitlements, and benefits.

vi. All necessary translation services, oral and written.

vii. Assistance in preparing claims for relocation payment and information about the Government’s appeal process.

(2) Calculations and Reporting of Entitlements.

- a) For each displaced person qualifying for a Relocation Housing Payment (RHP):
- i. Conduct a thorough market analysis of comparable replacement dwellings meeting the Decent, Safe, and Sanitary (DS&S) standards for inclusion in the Relocation Assistance Planning Reports described in paragraph 4.A. below. Each RHP determination shall contain no less than three (3) comparable dwellings for each displaced person.
 - ii. Prepare a spreadsheet that identifies and compares the three most comparable replacement dwelling sites and/or mobile home sites which meet the relocation needs of each displaced person and a narrative summary supporting the recommended sites used for the comparison for inclusion in the Relocation Assistance Planning Reports described in paragraph 4.A. below.
 - iii. Prepare preliminary computations for replacement housing payments based upon the recommended most comparable replacement dwelling and/or mobile home site for inclusion in the Relocation Assistance Planning Reports described in paragraph 4.A. below.
- b) Calculate actual or fixed moving cost payment, incidental expenses, re-establishment expenses, and other related expenses and eligibilities for each displaced person for inclusion in the Relocation Assistance Planning Reports described in paragraph 4.A. below.
- i. Obtain at least two (2) moving bid estimates and provide moving guidance to all displaced persons. Accompany bidders on any site visits necessary to complete the estimate. Bids/estimates must be guaranteed for at least 90 days. Self-moves are to be in accordance with the FHWA Fixed Moving Cost Schedule.
 - ii. Prepare a moving agreement, if required, and obtain all necessary signatures.
- c) For relocations involving mobile homes, submit to the Government for consideration and approval, via the Relocation Assistance Planning Reports described in paragraph 4.A. below:
- i. Specific ownership status of mobile homes within the relocation project area.
 - ii. The status of the respective mobile home occupants.
 - iii. Recommendation on whether the mobile home currently located within the relocation project area can physically, legally, and economically be moved to a comparable mobile home site and, as relocated, can continue to serve as Decent, Safe, and Sanitary pursuant to the Uniform Act, its Regulations, and applicable State and local laws, regulations, and ordinances. Technical expertise needed to develop the recommendation will be provided by the contractor. Such technical expertise will include, but not be limited to, mobile home condition surveys,

mobile home repairs, mobile home moving and set-up, utility installation and hook-ups, etc.

iv. If it is determined that the mobile home cannot be relocated for reasons directly above or other reasons as outlined in the Uniform Act Regulations, contractor will provide a determination of value of just compensation to the Government for consideration and approval for acquisition of the mobile home.

d) Calculate and prepare the Statement of Probable Entitlements for inclusion in the Relocation Assistance Planning Reports described in paragraph 4.A. below. Prepare and submit report packages documenting determination of eligibility, entitlements, calculations, and any other items referenced in paragraphs directly above to Government for review and approval.

(3) Relocation Implementation.

a) Prepare and deliver required documentation and notices, including, but not limited to, the Statement of Probable Entitlement, Relocation Brochure, approved notification of entitlements, and 90-day Notice to Vacate to each displaced person within timeline established by the Government and in accordance with regulations referenced herein.

b) Provide any advisory services necessary to identify and secure replacement dwelling or site as referenced above.

c) Conduct DS&S inspections on all identified potential residential replacement housing and provide certification of DS&S compliance to the Government. Once a replacement property has been secured, monitor the progress of the displaced person's move to the new site. Upon complete relocation of Eligible Parties, notify the Government in writing within ten (10) days that subject property or lot is vacant and the displaced person has been relocated.

d) Use all reasonable efforts to obtain a written release from each potential displaced person confirming they have received all of the above outlined relocation advisory services and assistance as provided by applicable law.

e) Conduct and document vacancy inspections of displacement dwellings.

B. Other Services Required.

(1) Documentation: Prepare and maintain relocation case files, to include relocation project files, contact reports, related correspondence, and document history of actions related to each relocation. Make files available for review and inspection by the Government. All project files and information are the property of the Government and may not be disclosed or produced without RECO approval.

- (2) Provide relocation case file and other information to RECO or designee upon request in relation to Government's review of relocation payment claims and/or administrative appeals.
- (3) Contractor shall be available while any eligible claim is pending to provide additional input as required.

4. Deliverables.

A. Relocation Assistance Planning Reports. The contractor shall prepare a comprehensive Relocation Assistance Planning Report with separate sections for the Mobile Home Development and the 40 Acre Parcel. This report shall be prepared in accordance with the requirements of the Uniform Act and its implementing Regulations. Any assumptions and limiting conditions shall be approved in advance by the Government's RECO or RECO's designee. For each Report submitted, the contractor will provide one (1) printed copy and one electronic copy (.pdf file) to the Government. The initial Relocation Assistance Planning Report is the first deliverable under the contract and shall be delivered to the Government no later than thirty (30) working days from contractor's receipt of the Notice to Proceed. The final Relocation Assistance Planning Report is the second deliverable under the contract and shall be delivered to the Government no later than 60 working days from the Notice to Proceed. The Relocation Assistance Planning Report shall contain at a minimum:

- (1) Two sections, one for the Mobile Home Development and one for the 40 Acre Parcel.
- (2) The names and contact information of each person eligible for Federal relocation services ("displaced person") in relation to the subject property.
- (3) A summary of the personal interview with each displaced person. This summary must contain occupancy data, specific relocation needs, and potential benefits.
- (4) A thorough market analysis to determine availability of replacement housing, other land, or facilities; a determination of the basis for what constitutes a comparable Decent, Safe, and Sanitary (DS&S) site; and preliminary cost estimates for the Government to satisfy its obligations in connection with implementing relocation assistance services as set forth in more detail in paragraph 3.A.(2), Calculations and Reporting of Entitlements, above.
- (5) Identification of any potential displacement scenarios which may require application of housing of last resort provisions.
- (6) Any engineering analyses, technical studies, market studies, marketability studies, feasibility analyses, and other analytical tests and analyses employed by the Contractor.

B. Meetings with Government. The contractor shall be available for three (3) scheduled face-to-face meetings with the RECO or designee for reviewing the work progress. Prior to each

meeting, the contractor will furnish the RECO or designee a brief written summary of the current progress and any appropriate related information. These meetings will be conducted in either Beaufort County, South Carolina or Jacksonville, Florida. Government will notify the contractor of the location for each meeting at least two weeks in advance of the meeting date.

C. Bi-Weekly Status Reports. The contractor shall provide bi-weekly status reports to the Government during the term of the contract. Such status reports shall contain any necessary updates to the information provided in the final Relocation Assistance Planning Report, pertinent information from the contractor's case files, and any other information requested by the Government.

D. Completed Relocations. The Bi-Weekly Status Reports shall document completed relocations. This is when all relocation assistance services have been provided to a displaced person, all advisory assistance has been implemented, all relocation payments have been made, all relocation payment claims are settled, and the displaced person's relocation is completed.

5. Schedule. It is acknowledged that prior to interviews of the displaced persons it is difficult to establish the exact schedule to complete all tasks; HOWEVER, the desired completion date for all relocation work for displaced persons is May 31, 2015.

6. Additional Requirements.

A. This contract covers all eligible, displaced persons impacted by MILCON P-433 residing at the Mobile Home Development and the 40 Acre Parcel. During the course of this project, additional displaced persons may be identified and/or the list of such persons may be amended.

B. Any information and/or knowledge gained in providing the relocation assistance services, including, but not limited to, the potential land acquisition requirements of the Government, and any information related to valuation appraisal estimates, shall be kept confidential and not publicly disclosed without the prior, express, written authorization by the RECO.

C. In no event shall the contractor contact or otherwise engage in communication with any owner or occupant, to include delivery of notices, or attempt to access the property without prior consent of the RECO or his/her designee.

D. The contractor will be required to maintain good standing throughout the life of the contract established as a result of the Request for Proposals with no suspensions, exemptions, or limiting conditions, and will maintain licenses/certifications and other designations required to perform relocation assistance services.

7. Contracting Officer Information.

Real Estate Contracting Officer (RECO):

Cassandra S. Norris
Phone: (904) 542-5377

RECO designees:

Ashley Wright
Phone: (904) 542-6118
Email: ashley.r.wright@navy.mil

Amanda Watson
Phone: (904) 542-6147
Email: amanda.f.watson@navy.mil

CONTRACT FOR RELOCATION ASSISTANCE SERVICES

AGREEMENT between _____, hereinafter called the "Contractor" and the United States of America, hereinafter called the "Government." The parties hereto do mutually agree that for the consideration hereinafter specified, the Contractor will furnish the relocation assistance services indicated for the project described below, subject to the terms, conditions, and general provisions set forth herein and to the other provisions, if any, incorporated herein by attachment or reference.

1. **LOCATION AND DESCRIPTION OF PROJECT.** Pursuant to Air Installation Compatibility Use Zone requirements associated with Military Construction Project 433 ("MILCON P433"), the Government will acquire real property interests in various properties in the vicinity of Marine Corps Air Station Beaufort in Beaufort County, South Carolina. These acquisitions will require relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601, et seq., as amended ("Uniform Act"), and 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs ("Uniform Act Regulations").

2. **RELOCATION ASSISTANCE SERVICES.** The Contractor shall, within the time and for the price indicated herein, provide relocation assistance for eligible occupants displaced by the Government's acquisition of real property interests in Beaufort County, SC for MILCON P-433, as specified in the Statement of Work (Exhibit A hereto), in accordance with the Uniform Act and its implementing Regulations.

3. **TERM.** The period of the contract is for one (1) year, commencing on _____, 2014. The Government has the option to extend the term for one (1) additional period of one (1) year, upon written notice of intent to exercise the option no later than fifteen (15) days prior to the expiration of the current term.

4. **PRICE.** In consideration of providing Relocation Assistance Services specified in paragraph 2 directly above, the Government shall pay the Contractor a firm fixed price of _____. The Contract price shall constitute full reimbursement to the Contractor for the services provided, including all overhead, travel expenses, salaries, administration, and profit related to the performance of the Contract. The Contractor's travel and per diem costs for Government meetings must be in accordance with the Federal Travel Regulations and may not include mark up or profit.

A. **PARTIAL PAYMENTS.** Contractor may invoice the Government for partial payments of the Contract price for accepted deliverables and services on a monthly basis during the term of the Contract. The Real Estate Contracting Officer ("RECO") will determine whether deliverables or services are accepted by the Government and notify the Contractor within ten (10) days of receipt or notification. The Government will pay approved invoices within fifteen (15) days of receipt. Provided, however, that the final fifteen percent (15%) of the Contract price shall be reserved until the entire Statement of Work has been completed.

B. PRICE CONTROL. All fees and prices shown shall be effective throughout the term of the contract. The Contractor agrees that prices identified herein constitute the final price for services provided through project completion, and no alteration to price shall be made for any cause to include inflation, rising costs of goods and services, and other miscellaneous anticipatory price increases reasonably expectable over the term of this contract. The Contractor agrees that any such increases shall be at the sole responsibility and cost of the Contractor. All prices contained herein are valid for a period of twenty-four (24) months from the date of execution of the Contract.

5. DOCUMENTATION SUBMISSION, REVIEW, AND PENALTIES.

A. Outside technical assistance employed by the Contractor in the provision of the required reports or services will be the responsibility of the Contractor. However, engineering analyses, technical studies, market studies, marketability studies, feasibility analyses, and other analytical tests and analyses employed by the Contractor shall be submitted to the Government as part of the Final Relocation Assistance Planning Report or Bi-Weekly Status Reports.

B. The completed reports, statements, and notices specified in the Statement of Work shall be delivered to the RECO or designee. The Contractor understands that these submissions are subject to professional review and acceptance by the Government. Any submission identified by the Government as incomplete, deficient, or requiring further documentation shall be corrected by the Contractor at the sole cost of the Contractor. If any item is not furnished within the time prescribed within the Statement of Work, the Government shall be under no obligation to accept or pay for such item. Acceptance by the Government of any items ordered hereunder, whether within, or after, the time prescribed, will not relieve the Contractor from the obligation to correct or complete any inaccurate or incomplete work without additional cost or expense to the Government.

C. Upon submission of each required Relocation Assistance Planning Report, the Government will have thirty (30) days to complete an initial review and request, in writing, any required corrections, modifications, or clarifications to bring the report into compliance with the Uniform Act, its implementing Regulations, and the Statement of Work. The Contractor will have fifteen (15) days from the date of notification (fax of written request or email) to provide the requested corrections, modifications, or clarifications. Failure by the Contractor to correct deficiencies within fifteen (15) days may result in a written Notice to Cure from the Government. Continued failure to correct deficiencies or a pattern of late submissions or submissions requiring significant re-work may, at the Government's discretion, result in written notice to terminate the contract for non-performance and hold the Contractor liable for any damage caused the Government by reason of such termination. Further, should the Contract for Relocation Assistance Services be terminated for non-performance, the Contractor may not be paid for any work performed, nor shall any submitted reports be returned by the Government.

6. PROFESSIONAL REQUIREMENTS.

A. The Contractor shall perform relocation assistance services according to the time frames set forth in the Statement of Work and shall have at least two qualified employees assigned to

this effort available to perform every business day of the year, excluding Federal holidays, throughout the term of the contract. Contractor personnel must be capable of conducting services in the State of South Carolina, in accordance with State law. Such personnel must possess any required licenses or certifications with the State of South Carolina on the date of execution of this contract. The Contractor designates the following personnel as the primary points of contact and certifies that they are qualified to perform the required services set forth herein:

_____	_____
Name	Phone
_____	_____
Name	Phone

B. The Contractor is required to maintain good standing throughout the term of this contract with no suspensions, exemptions, or limiting conditions, and will maintain licenses/certifications and other designations required to perform relocation assistance services.

C. The Contractor shall provide its Duns and Cage Code prior to contract award and maintain an active SAM account during the term of this contract.

7. NOTICES. The Contractor shall refer to specific instructions in the Statement of Work regarding prior notice and coordination with the Government in connection with contacting displaced persons or accessing subject properties. Prior to performing any inspections of the affected properties, the Contractor shall contact one of the RECO's designees:

Ashley Wright
(904) 542-6118
ashley.r.wright@navy.mil

Amanda Watson
(904) 542-6147
amanda.f.watson@navy.mil

8. SUBCONTRACTING. Unless a subcontracting plan was submitted with the proposal, Contractor may not subcontract or assign any work under this contract without prior written consent from the Government.

9. GENERAL PROVISIONS

A. CONFIDENTIAL INFORMATION. The Contractor acknowledges that all information contained within reports and notices related to this Contract are to be treated as strictly confidential. The Contractor shall take all necessary steps to ensure that no member of its staff or organization divulges any information contained therein except to a duly authorized representative of the Government. All Contractor personnel shall be required to sign Non-Disclosure Statements prior to receiving the Notice to Proceed. The Contractor shall not use

personal information of displaced persons for any purpose other than performance of this relocation assistance services Contract and shall not sell to or otherwise share such information with anyone outside of the Government. The Contractor shall require similar Non-Disclosure Statements from any subcontractors, agents, or consultants employed in relation to this Contract.

B. **TERMINATION FOR DEFAULT.** If the Contractor fails or refuses to perform this contract within the time or times specified, or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms, the Government may, by written notice, terminate the right of the Contractor to proceed with the contract or with such part or parts thereof as to which there has been default or delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this clause if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government. Upon termination under this clause the Government reserves the right to require the Contractor to deliver all completed items associated with relocation assistance services identified, for which payment shall be made at the price specified herein.

C. **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT.** The performance of work under this contract may be terminated, in whole or in part, whenever the Government shall determine that termination is in its best interest, by delivery to the Contractor of a Notice of Termination not less than three days prior to the date upon which termination shall become effective. The Contractor shall cease all work and deliver to the Government all completed items identified in association with the implementation of relocation assistance services, for which payment shall be made at the price specified herein. The Government shall also pay the Contractor an equitable price for work performed prior to termination in connection with uncompleted items, such price not to exceed a fair proportion of the price specified herein.

D. **COVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

E. **OFFICIALS NOT TO BENEFIT.** No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

F. **GRATUITIES.**

(1) The Government may, by written notice to the Contractor, terminate the right of the

Contractor to proceed under this contract if it found, after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, to any officer or employee of the Government with a view toward securing a contract or security favorable treatment with respect to the awarding or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary of the Navy or his duly authorized representatives make such findings shall be in issue and may be reviewed in competent court.

(2) In the event this contract is terminated as provided in paragraph (1) hereof, the Government shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (b) as a penalty, in addition to any other damages to which may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative) which shall not be less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(3) The rights and remedies of the Government provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

G. DISPUTES.

(1) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. §§7101-7112).

(2) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(3) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(4) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Real Estate Contracting Officer.

(a) The contractor shall provide the certification specified in paragraph (4)(c) of this clause when submitting any claim exceeding \$100,000.

(b) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(c) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(d) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(5) For Contractor claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(6) The Real Estate Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(7) If the claim by the Contractor is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Real Estate Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(8) The Government shall pay interest on the amount found due and unpaid from

(a) the date that the Real Estate Contracting Officer receives the claim (certified, if required); or

(b) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, interest shall be paid from the date that the Real Estate Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(9) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Real Estate Contracting Officer.

H. EXAMINATION OF RECORDS.

(1) The Contractor agrees that a duly authorized Government representative, including

but not limited to the Comptroller General of the United States or his duly authorized representative, shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(2) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that a duly authorized Government representative, including but not limited to the Comptroller General of the United States or his duly authorized representative, shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in the clause excludes (a) purchase orders not exceeding \$1,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

I. NONDISCRIMINATION IN EMPLOYMENT.

(1) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.

(2) The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

J. AUTHORITY FOR NEGOTIATION. This contract is entered into as a result of negotiation pursuant to the authority of 10 U.S.C. 2304 and any necessary justification and approval prescribed by that Act.

K. PROMPT PAYMENT. Federal Acquisition Regulation clause 52.232-25 – Prompt Payment (Jul 2013) is incorporated herein by reference.

10. EXECUTION BY CONTRACTOR

(Print Name)

(Signature)

(Print Title)

(Date)

IF CONTRACTOR IS A CORPORATION, CERTIFICATION BY SECRETARY

OR ASSISTANT SECRETARY:

I certify that the person who signed this agreement on behalf of the Contractor was then the Officer indicated and this agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Print Name) (Title) (Signature) (Date)

11. EXECUTED BY THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY:

CASSANDRA S. NORRIS Date
Real Estate Contracting Officer

12. NAVY IDENTIFICATION AND ACCOUNTING DATA

- A. Local Government Representative:
Naval Facilities Engineering Command Southeast
ATTN: IPT SC Real Estate
Box 30, BLDG 135N
Jacksonville, FL 32212-0030
- B. Name and Address of Naval Activity:
Commanding Officer
Naval Facilities Engineering Command SE
ATTN: Real Estate Contracting Officer
Box 30, BLDG 903, Room 260
Jacksonville, FL 32212-0030
- C. Payment to be Made By: DFAS, Cleveland, Ohio
- D. Contract No. N69450-15-RP-00035
- E. Accounting Data: XXXXXXXXXXXXXXXXXXXX
- F. Duns #: Cage Code:

Exhibit A

(Placeholder: Statement of Work)

DRAFT

REQUIRED CENTRAL CONTRACTOR REGISTRATION:

1. Definitions as used in government contracts:

A. "Central Contractor Registration (CCR) database" means the primary DOD repository for contractor/lessor information required for the conduct of business with DOD. The system recently switched to "System for Award Management" (SAM). If you were already in the CCR system, you will need to migrate your data to the new system. There is a user guide, but it is 350 pages. There are some "quick start guides" that are one page to help you migrate your information.

B. "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

C. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.

D. "Registered in the SAM database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the SAM database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

2. How It Is Used to Get You Paid:

A. By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered in the CCR/SAM database prior to award, during performance, and through final payment of any lease resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

B. The Offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

C. Lack of registration in the SAM database will make an Offeror ineligible for award.

D. DOD has established a goal of registering an applicant in the SAM database within (48) hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to (30) days. Therefore, Offerors that are not registered should consider applying for registration immediately.

3. Who Insures Accuracy of the Data: The Contractor is responsible for the accuracy and completeness of the data within the SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the SAM database is accurate and complete.

4. Where & How to Get Established: In order for the government to contract with you, you will need to be registered in SAM (System for Award Management). The website to register is <https://www.sam.gov/portal/public/SAM/e>. However, in order to register, you must have a DUNS number. If you do not have a DUNS number, you can obtain one for FREE by following the below steps.

Call 1(866)705-5711 and provide the below info. (The process should take about ten minutes.)

- § Legal Name
- § Headquarters name and address for your organization
- § Doing business as (dba), or other name by which your organization is commonly recognized
- § Physical Address, City, State and Zip Code
- § Mailing Address (if separate from Headquarters and/or physical address)
- § Telephone Number
- § Contact Name and Title
- § Number of Employees at your physical location

Once you get your DUNS number, go to the SAM website listed above and register. The registration normally takes about five days to process, so it would be best to try to do this as soon as possible.

OFFEROR INFORMATION SHEET

(Please type or print)

Contractor's Name

Business Address

State of Incorporation

Signature, in ink, by person authorized to do business for the above named company

Name (Printed)

Title

E-mail address

Telephone Number

Fax Number

PROPOSAL SHEET

Name: _____

CAGE: _____

DUNS: _____

Relocation Assistance Services			
<u>Deliverable:</u>	<u>Unit Price:</u>	<u>Total Units:</u>	<u>Total Price:</u>
Preliminary Relocation Assistance Planning Report		1	
Final Relocation Assistance Planning Report		1	
Bi-Weekly Status Reports			
Meeting #1 (in Jacksonville, FL)		1	
Meeting #2 (in Beaufort, SC)		1	
Meeting #3 (in Beaufort, SC)		1	
Completed Relocations		1	
TOTAL:			

Notes:

1. Travel and per diem costs proposed for the Government meetings must be in accordance with the Federal Travel Regulations (see www.gsa.gov) and may not include mark up or profit.
2. The total proposed contract price should include all overhead, travel expenses, salaries, administration, and profit related to the performance of the contract.

PAST PERFORMANCE CONTACT FORM

Please provide complete contact information for each sample project / sale you are submitting for consideration under Factor 1: Corporate Experience.

OFFEROR's (your) NAME: _____

1. Past Performance Reference: _____
(Agency, entity/municipality for whom relocation services were provided)

Name of Project or Contract: _____

Brief Description of Project: _____

Date(s) of Project/Contract: _____

Specific Point of Contact (Name): _____

Telephone: _____ Email: _____

Address: _____

2. Past Performance Reference: _____
(Agency, entity/municipality for whom relocation services were provided)

Name of Project or Contract: _____

Brief Description of Project: _____

Date(s) of Project/Contract: _____

Specific Point of Contact (Name): _____

Telephone: _____ Email: _____

Address: _____

PAST PERFORMANCE QUESTIONNAIRE

The contractor listed below is being considered in a Source Selection by Naval Facilities Engineering Command Southeast. It would be appreciated if you would provide us with comments regarding the Firm's past performance in providing relocation assistance services to you. Your comments are considered Source Selection Sensitive. Therefore, you are advised that the Federal Acquisition Regulation (15.506) prohibits the release of the names of individuals providing reference information about an offeror's past performance. In order to maintain the integrity of the source selection process, it is requested that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

Past Project Information:

1. Firm (firm submitting this request): _____
2. Address: _____ Phone Number: _____
3. Project/ Contract being evaluated: _____

Evaluator: (the following information will assist in the analysis of the data. Information will be kept confidential)

1. Name of Agency/Entity/Evaluator: _____
2. Address: _____
3. Phone Number: _____
4. Position or relationship to project or contract: _____

Rating: Please evaluate the contractor's performance using the following ratings only:

"E"	Excellent	The offeror's performance consistently exceeded specified contract requirements. Past performance demonstrated benefit to the Government/company with no quality issues. No potential exists for disruption of schedule, increase in cost, or degradation of performance. No risk associated with performance.
"G"	Good	The offeror's performance met the minimum contract requirements. Past performance demonstrates some quality problems that did not impact achievement of contract requirements. Some potential may exist for disruption of schedule, increase in cost, or degradation of performance. Performance risk is low.
"S"	Satisfactory	The offeror's performance met some minimum contract requirements. Past performance demonstrates some quality problems that did impact achievement of contract requirements. Some potential exists for disruption of schedule, increase in cost, or degradation of performance. Performance risk is moderate.
"M"	Marginal	The offeror's performance met some contract requirements and failed in others. Past performance demonstrated non-conformances that required Agency monitoring to ensure achievement of contract requirements. Significant potential exists for disruption of schedule, increase in cost or degradation of performance. Performance risk is high.
"P"	Poor	The offeror's performance failed to meet the minimum contract requirements. Past performance demonstrated non-compliances that may compromise the achievement of contract requirements. Significant potential exists for disruption of schedule, increase in cost, or degradation of performance. Performance risk is very high.
"N/A"	Not Applicable	The item being rated does not apply or the evaluator has insufficient information to rate the item.

PAST PERFORMANCE QUESTIONNAIRE (continuation sheet)

Please rate and provide any supporting information for the following:

1. Firm's responsiveness (prompt reaction to requirements) to agency's/entity's needs and requests.

Rating _____

- a. From the time that you contacted the Firm with a question or request, how long did you typically wait for a response such as a return call or email? _____
- b. When you requested the Firm to send a notification or contact a displaced person, how long did it typically take the Firm to accomplish the requested task? _____
- c. Did the Firm communicate regularly with you regarding the status of the relocation services being provided? _____
- d. Did displaced persons contact you with complaints that they could not reach anyone at the Firm or that the Firm was not responsive to his/her needs or questions? _____

2. Timeliness (adherence to schedule).

Rating _____

- a. Did the Firm meet your agency's schedule requirements?

- b. If you believe timeliness was an issue, explain why? _____

3. Resource availability (adequate personnel, equipment, and supplies to support work).

Rating _____

- a. Did the Firm have sufficient staff to respond to your agency's relocation requirements?

- b. Did the Firm have sufficient staff to respond to the needs and questions of displaced persons? _____

4. Success (project considered "successfully" completed).

Rating _____

- a. Did you consider the relocation services provided to your agency successful?

- b. Did the Firm successfully accomplish your required relocation services?
