

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   68	
2. CONTRACT NO.		3. SOLICITATION NO. N69450-16-R-2122	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 20 Oct 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC SOUTHEAST FSC-BOS BUILDING 903, PO BOX 30 JACKSONVILLE FL 32212-0030		CODE N69450	8. ADDRESS OFFER TO <b>See Item 7</b>		(If other than Item7)	CODE	
TEL:		FAX: 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 \_\_\_\_\_ until 02:00 PM local time 19 Nov 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 OSVALDO J. RODRIGUEZ	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 904-542-6954	C. E-MAIL ADDRESS osvaldo.rodriquez@navy.mil
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### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	22 - 36
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 11	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
	C	DESCRIPTION/ SPECS./ WORK STATEMENT		X	J	LIST OF ATTACHMENTS	37 - 45
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	12 - 14	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	46 - 53
X	F	DELIVERIES OR PERFORMANCE	15 - 17				
X	G	CONTRACT ADMINISTRATION DATA	18 - 19	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	54 - 63
X	H	SPECIAL CONTRACT REQUIREMENTS	20 - 21	X	M	EVALUATION FACTORS FOR AWARD	64 - 68

### 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
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

SECTION AA.1 TYPE OF CONTRACT

Award of this solicitation will result in a facilities support indefinite-quantity contract with Firm Fixed Price (FFP) and Indefinite Delivery Indefinite Quantity (IDIQ) provisions.

A.2 SERVICE REQUIREMENTS

The outcomes to be achieved are Custodial Services at Marine Corps Recruit Depot (MCRD), Parris Island and Naval Hospital, Beaufort, South Carolina. The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide custodial services described in this specification.

A.3 NAICS CODE

The NAICS code is 561720, Janitorial Services.

A.4 PRIOR CONTRACT INFORMATION

The contract issued as a result of this solicitation will replace contract N40085-15-C-5001, which will expire on 31 March 2016. 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 N40085-15-C-5001

M&M Management Service, Inc.  
3114 Augusta Tech Dr. Ste. 403  
Augusta, GA 30906

	<b>Period of Performance</b>	<b>Total</b>
<b>Base Year</b>	01 Apr 2015 - 30 Sept 2015	\$1,170,773.70
<b>FAR 52.217-8 Option</b>	01 Oct 2015 – 31 Mar 2016	\$1,143,236.88
<b>Total</b>		<b>\$2,314,010.58</b>

A.5 COMPETITION ENVIRONMENT

This contract is being entered into under the authority of 13 CFR 124.504 and FAR Subpart 19.805, Competitive 8(a).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>Base Period FFP FFP Custodial services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELINs. ELINs A001 through A002 from attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination</p>	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	<p>Base Period IDIQ FFP Non-recurring Custodial Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS A700 through A712 from Attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination</p>	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option Period 1 FFP FFP Custodial services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELINs. ELINs B001 through B002 from attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Period 1 IDIQ FFP Non-recurring Custodial Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS B700 through B712 from Attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Option Period 2 FFP FFP Custodial services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELINs. ELINs C001 through C002 from attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Option Period 2 IDIQ FFP Non-recurring Custodial Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS C700 through C712 from Attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Option Period 3 FFP FFP Custodial services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELINs. ELINs D001 through D002 from attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option Period 3 IDIQ FFP Non-recurring Custodial Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS D700 through D712 from Attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Option Period 4 FFP FFP Custodial services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELINs. ELINs E001 through E002 from attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Option Period 4 IDIQ FFP Non-recurring Custodial Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS E700 through E712 from Attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	Option Period 5 FFP FFP Custodial services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELINs. ELINs F001 through F002 from attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	Option Period 5 IDIQ FFP Non-recurring Custodial Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS F700 through F712 from Attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	FAR 52.217-8 Option FFP FFP Custodial services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELIN/Sub-ELINs. ELINs G001 through G002 from attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	FAR 52.217-8 Option IDIQ FFP Non-recurring Custodial Services in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINS G700 through G712 from Attachment J-0200000-07 under file name N6945016R2122ELINS.xls. NOTE: Please ensure you are using the most current version of this Attachment. Check all amendments for updates. FOB: Destination	UNDEFINED	Each		

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MAX  
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**SECTION B**  
**B.1 PRICING OF CLINS**

The contract pricing is structured into (14) Contract Line Item Numbers (CLINs). The base year is covered by CLINs 0001 and 0002. Each of the subsequent option periods is likewise covered by two CLINs. The firm-fixed price (FFP) base year requirement and the overall guaranteed minimum for the contract is CLIN 0001. CLINs 0003, 0005, 0007, 0009, 0011 and 0013 account for the FFP requirements in each option period. CLINs 0002, 0004, 0006, 0008, 0010, 0012 and 0014 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 14 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), “Option Period 1 FFP” (which is CLIN 0003), “Option Period 1 IDIQ” (which is CLIN 0004), 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, ELINs with Prefix “F” support Option Period 5, and ELINs with prefix “G” support the FAR 52.217-8 option. Therefore the total of ELINs A001 through A002 will be the amount you should enter in Section B CLIN 0001. The total of A700 through A712 will be the amount you should enter in Section B CLIN 0002. The total of B001 through B002 will be the amount you should enter in Section B CLIN 0003. And the total of B700 through B712 will be the amount you should enter in Section B CLIN 0004. Continue pricing accordingly and make sure that the total of each Tab of ELINs is equal to its corresponding CLIN value entered in Section B. The total of all Section J ELINs should equal the total of all Section B CLINs 0001 through 0014.

### B.2 INDEFINITE QUANTITY ITEMS

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

### B.3 PRICING DISCREPANCIES

In the event there is a difference between the unit prices and extended total amounts, the extended total amounts will be held to be the intended offer and the total amount shall be recomputed accordingly. If the offeror provides a total amount for a CLIN or ELIN, but fails to enter the unit price, the total amount divided by the CLIN or ELIN quantity will be held to be the intended unit price. In the event there is a discrepancy between the Section J ELIN pricing and the Section B CLIN price, the Section B CLIN will be held to be the intended offer.

### B.4 INFORMATIONAL SUBCLINS

Informational SubCLINs will be incorporated at the time of award with appropriate funding/lines of accounting by the customer. These SubCLINs represent funding for each CLIN by the 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 not a 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 (SCA) wage determinations. In accordance with subparagraph (b) of FAR Clause 52.222-43, Fair Labor Standards and Service Contract Labor Standards—Price Adjustment Clause, offerors shall not include escalation of wage and fringe benefit rates for Service Labor Standards covered employees in the option periods of performance. Wage and fringe benefit rates used for the base performance period will be used in pricing labor costs for all periods of performance in the option years. In accordance with the referenced clauses, the contractor may be entitled to an adjustment in contract price only when a new SCA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.

SECTION C  
PERFORMANCE WORK STATEMENT

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

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

N6945016R2122SectionC.pdf

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government

## 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 Item 0001, 0003, 0005, 0007, 0009, 0011, and 0013. 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. ALTERNATE I (APR 1999). As prescribed in 46.407-100(a)(2) and 11.502(d), for military family housing maintenance, the following paragraph (g) may be added to the basic clause:

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

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

## Section F - Deliveries or Performance

**SECTION F****F.1 LOCATION**

The work to be performed under this solicitation and resulting contract is at Marine Corps Recruit Depot (MCRD), Parris Island and Naval Hospital, Beaufort, South Carolina.

**F.2 CONTRACT TERM**

The estimated start date is 01 April 2016. The initial contract term of performance is for six (6) months. The entire duration of the contract if all options are exercised is 60 months. There are a total of five (5) option periods which consists of four (4) one-year performance periods and one (1) six-month performance period. If the Government requires a shorter term or exercises an option for a period shorter than six (6) 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.

The CLINs associated with FAR 52.217-8 are reserved for up to an additional six (6) months of services in special circumstances, if needed by the Government, and are not included in the term of the contract.

**F.3 TRANSITION PERIOD**

The Government intends to make award by 1 March 2016 to allow the successful offeror 30 days to mobilize and transition into place. 30 days prior to completion of the contract term the current contractor will be expected to commence demobilization and support the transition of the follow-on contractor.

**F.4 DELIVERABLES**

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

**N6945016R2122\_Section F.pdf**

**F.5 ECMRA REPORTING**

Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

NMCARS 5237.102-90 (b)

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 year.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination
0002	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination
0003	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0004	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0005	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination
0006	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination
0007	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination
0008	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination
0009	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination
0010	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination
0011	POP 01-OCT-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination
0012	POP 01-OCT-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination
0013	POP 01-APR-2021 TO 30-SEP-2021	N/A	N/A FOB: Destination
0014	POP 01-APR-2021 TO 30-SEP-2021	N/A	N/A FOB: Destination

## 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 ADMINISTRATION

This solicitation will result in the award of one contract. Upon award of this contract, Contract Administration shall be assigned to:

NAVFAC MIDLANT  
FEAD MCRD PARRIS ISLAND  
BLDG. 852, ATSUGI STREET  
BEAUFORT, SC 29905

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

FAC 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

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

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

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

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are

subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

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

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

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

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

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

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

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

## Section H - Special Contract Requirements

SECTION HH.1 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

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

H.2 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 Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

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

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

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

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

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

ELIN	SHORT DESCRIPTION
X700	Low Area Cleaning
X701	High Area Cleaning
X702	Glass Surface Cleaning
X703	Interior Window Cleaning
X704	Exterior Window Cleaning
X705	Window Blind Cleaning
X706	Sweeping and Dust Mopping
X707	Vacuuming Carpets and Rugs
X708	Damp Mopping
X709	Stripping, Coating, and Buffing - 4 Coats

X710	Carpet and Rug Deep Cleaning
X711	Custodial Service
X712	Restroom Cleaning

X represents all years of performance from the ELIN schedule.

### 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.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
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
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
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
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2015
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
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7008	Only One Offer	OCT 2013
252.223-7004	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

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Government contemplates award of a facilities support 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 \$50,000;

(2) Any order for a combination of items in excess of \$100,000; or

(3) A series of orders from the same ordering office within three (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 five (5) 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.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

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

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

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

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

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

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

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

(End of clause)

##### 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 561720- assigned to solicitation N69450-16-R-2122/ contract number 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-2	2	HOUSEKEEPING AIDE	\$13.64
WG-2	2	JANITOR	\$13.64
WG-1	2	MAID OR HOUSEMAN	\$12.18

Note: Based on Federal Wage System Regular and Special Production Facilitating Wage Rate Schedules for the Savannah, Georgia (RUS) Wage Area issued 21 July 2015. 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):

<https://acquisition.gov/?q=browsefar>  
<http://farsite.hill.af.mil/VFDFARA.HTM>  
[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance\\_nmcars](https://acquisition.navy.mil/rda/home/policy_and_guidance_nmcars)

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

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

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

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

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

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

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

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

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

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 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 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)

#### 252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

#### **TBD**

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

#### 252.219-7010 ALTERNATE A (JUN 1998)

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

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

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

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

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

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

(2) The contractor will notify the FEAD MCRD Parris Island Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### 252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

**Navy Construction/Facilities Management Invoice**

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

Inspection: N44227  
 Acceptance: N44227

(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	_____
Issue By DoDAAC	N69450
Admin DoDAAC	N44227
Inspect By DoDAAC	N44227
Ship To Code	N44227
Ship From Code	“LEAVE BLANK”
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	N44227

DCAA Auditor DoDAAC \_\_\_\_\_  
Other DoDAAC(s) \_\_\_\_\_

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(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.  
deborah.j.meaut.civ@mail.mil

(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.

deborah.j.meaut.civ@mail.mil

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

(End of clause)

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

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

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

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

**SECTION J**

J.1 Section J - Table of Contents list the Documents, Exhibits and Other Attachments for this Section are posted on the NECO website at <https://www.neco.navy.mil/index.aspx> with the solicitation.

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

Section J – Table of Contents

ACQUISITION:

	JB1 FTE (Provided as file name: N6945016R2122_JB1FTESheet.xls)
	Government Pre-award Inquiry Form (GPIF) (Provided as file name: N6945015R2121GPIF.xls)
	Site Visit Itinerary (Provided as file name: N6945016R2122_Itinerary.pdf)
	Past Performance Questionnaire (Provided as file name: N6945016R2122_PPQ.doc)
	AMAG Form to Obtain Visitor’s Pass (NAS Jacksonville) (Provided as file name: N6945016R2122_AMAG.xls)
	OMB 0703-0061 Form to Obtain Visitor’s Pass (NAS Jacksonville) (Provided as file name: N6945016R2122_OMB0703.pdf)
	Collective Bargaining Agreement (Provided as file name: N6945016R2122_CBA.pdf)

The TECHNICAL documents are posted as individual file names as indicated in the table or “all inclusive” under filename: N6945016R2122SectionJ.pdf.

TECHNICAL:

J-0200000-07	Exhibit Line Item Numbers (ELINS) (Provided as file name: N6945016R2122ELINS.xls)
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End of Tables

WD 05-2473

WD 05-2473 (Rev.-18) was first posted on [www.wdol.gov](http://www.wdol.gov) on 07/14/2015

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2005-2473 Revision No.: 18 Date Of Revision: 07/08/2015
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for

all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: South Carolina

Area: South Carolina Counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Williamsburg

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.74
01012 - Accounting Clerk II		13.17
01013 - Accounting Clerk III		14.73
01020 - Administrative Assistant		22.08
01040 - Court Reporter		17.83
01051 - Data Entry Operator I		11.61
01052 - Data Entry Operator II		13.05
01060 - Dispatcher, Motor Vehicle		17.93
01070 - Document Preparation Clerk		13.04
01090 - Duplicating Machine Operator		13.04
01111 - General Clerk I		11.74
01112 - General Clerk II		12.81
01113 - General Clerk III		14.38
01120 - Housing Referral Assistant		19.89
01141 - Messenger Courier		10.72
01191 - Order Clerk I		11.21
01192 - Order Clerk II		13.06
01261 - Personnel Assistant (Employment) I		15.87
01262 - Personnel Assistant (Employment) II		17.75
01263 - Personnel Assistant (Employment) III		19.80
01270 - Production Control Clerk		21.00
01280 - Receptionist		11.99
01290 - Rental Clerk		14.69
01300 - Scheduler, Maintenance		15.94
01311 - Secretary I		15.94
01312 - Secretary II		17.83
01313 - Secretary III		19.89
01320 - Service Order Dispatcher		15.37
01410 - Supply Technician		22.08
01420 - Survey Worker		15.19
01531 - Travel Clerk I		12.41
01532 - Travel Clerk II		12.41
01533 - Travel Clerk III		13.27
01611 - Word Processor I		12.82
01612 - Word Processor II		14.38
01613 - Word Processor III		16.09
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.93
05010 - Automotive Electrician		17.81
05040 - Automotive Glass Installer		16.96
05070 - Automotive Worker		18.35
05110 - Mobile Equipment Servicer		15.27
05130 - Motor Equipment Metal Mechanic		20.18
05160 - Motor Equipment Metal Worker		18.35
05190 - Motor Vehicle Mechanic		20.18
05220 - Motor Vehicle Mechanic Helper		14.46
05250 - Motor Vehicle Upholstery Worker		17.46
05280 - Motor Vehicle Wrecker		18.35
05310 - Painter, Automotive		17.81
05340 - Radiator Repair Specialist		18.35
05370 - Tire Repairer		11.58
05400 - Transmission Repair Specialist		20.18
07000 - Food Preparation And Service Occupations		
07010 - Baker		9.92
07041 - Cook I		8.79
07042 - Cook II		10.12
07070 - Dishwasher		7.75
07130 - Food Service Worker		8.14
07210 - Meat Cutter		12.95
07260 - Waiter/Waitress		8.62
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		14.92

09040 - Furniture Handler	12.21
09080 - Furniture Refinisher	15.92
09090 - Furniture Refinisher Helper	12.92
09110 - Furniture Repairer, Minor	14.43
09130 - Upholsterer	16.91
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.40
11060 - Elevator Operator	9.40
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.54
11150 - Janitor	10.19
11210 - Laborer, Grounds Maintenance	10.51
11240 - Maid or Houseman	8.86
11260 - Pruner	9.66
11270 - Tractor Operator	12.16
11330 - Trail Maintenance Worker	10.51
11360 - Window Cleaner	11.09
12000 - Health Occupations	
12010 - Ambulance Driver	15.69
12011 - Breath Alcohol Technician	16.81
12012 - Certified Occupational Therapist Assistant	23.34
12015 - Certified Physical Therapist Assistant	22.47
12020 - Dental Assistant	16.37
12025 - Dental Hygienist	25.78
12030 - EKG Technician	23.47
12035 - Electroneurodiagnostic Technologist	23.47
12040 - Emergency Medical Technician	16.80
12071 - Licensed Practical Nurse I	15.03
12072 - Licensed Practical Nurse II	16.81
12073 - Licensed Practical Nurse III	18.75
12100 - Medical Assistant	12.66
12130 - Medical Laboratory Technician	16.31
12160 - Medical Record Clerk	13.18
12190 - Medical Record Technician	13.98
12195 - Medical Transcriptionist	15.56
12210 - Nuclear Medicine Technologist	29.33
12221 - Nursing Assistant I	8.98
12222 - Nursing Assistant II	10.10
12223 - Nursing Assistant III	11.72
12224 - Nursing Assistant IV	13.15
12235 - Optical Dispenser	15.64
12236 - Optical Technician	16.41
12250 - Pharmacy Technician	13.15
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	23.12
12311 - Registered Nurse I	25.36
12312 - Registered Nurse II	31.01
12313 - Registered Nurse II, Specialist	31.01
12314 - Registered Nurse III	37.52
12315 - Registered Nurse III, Anesthetist	37.52
12316 - Registered Nurse IV	44.98
12317 - Scheduler (Drug and Alcohol Testing)	20.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.09
13012 - Exhibits Specialist II	20.58
13013 - Exhibits Specialist III	25.92
13041 - Illustrator I	17.09
13042 - Illustrator II	20.58
13043 - Illustrator III	25.92
13047 - Librarian	23.47
13050 - Library Aide/Clerk	10.89
13054 - Library Information Technology Systems Administrator	21.18
13058 - Library Technician	13.37
13061 - Media Specialist I	15.38
13062 - Media Specialist II	17.20
13063 - Media Specialist III	19.18
13071 - Photographer I	14.27
13072 - Photographer II	15.96
13073 - Photographer III	19.94
13074 - Photographer IV	24.16
13075 - Photographer V	29.24
13110 - Video Teleconference Technician	14.84
14000 - Information Technology Occupations	

14041 - Computer Operator I	14.95
14042 - Computer Operator II	16.72
14043 - Computer Operator III	18.10
14044 - Computer Operator IV	20.72
14045 - Computer Operator V	22.94
14071 - Computer Programmer I	(see 1) 25.00
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.95
14160 - Personal Computer Support Technician	22.70
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.60
15020 - Aircrew Training Devices Instructor (Rated)	35.81
15030 - Air Crew Training Devices Instructor (Pilot)	42.92
15050 - Computer Based Training Specialist / Instructor	29.60
15060 - Educational Technologist	28.28
15070 - Flight Instructor (Pilot)	42.92
15080 - Graphic Artist	19.13
15090 - Technical Instructor	18.87
15095 - Technical Instructor/Course Developer	23.09
15110 - Test Proctor	15.23
15120 - Tutor	15.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.80
16030 - Counter Attendant	8.80
16040 - Dry Cleaner	10.61
16070 - Finisher, Flatwork, Machine	8.80
16090 - Presser, Hand	8.80
16110 - Presser, Machine, Drycleaning	8.80
16130 - Presser, Machine, Shirts	8.80
16160 - Presser, Machine, Wearing Apparel, Laundry	8.80
16190 - Sewing Machine Operator	11.19
16220 - Tailor	11.73
16250 - Washer, Machine	9.26
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.89
19040 - Tool And Die Maker	19.90
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.55
21030 - Material Coordinator	21.00
21040 - Material Expediter	21.00
21050 - Material Handling Laborer	11.60
21071 - Order Filler	10.97
21080 - Production Line Worker (Food Processing)	16.55
21110 - Shipping Packer	14.70
21130 - Shipping/Receiving Clerk	14.70
21140 - Store Worker I	11.68
21150 - Stock Clerk	15.03
21210 - Tools And Parts Attendant	16.55
21410 - Warehouse Specialist	16.55
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.48
23021 - Aircraft Mechanic I	22.34
23022 - Aircraft Mechanic II	23.48
23023 - Aircraft Mechanic III	25.09
23040 - Aircraft Mechanic Helper	16.81
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	18.92
23080 - Aircraft Worker	20.06
23110 - Appliance Mechanic	15.75
23120 - Bicycle Repairer	11.58
23125 - Cable Splicer	24.72
23130 - Carpenter, Maintenance	16.55
23140 - Carpet Layer	17.88
23160 - Electrician, Maintenance	19.10
23181 - Electronics Technician Maintenance I	21.79
23182 - Electronics Technician Maintenance II	23.04
23183 - Electronics Technician Maintenance III	24.27
23260 - Fabric Worker	16.86
23290 - Fire Alarm System Mechanic	19.91

23310 - Fire Extinguisher Repairer	15.84
23311 - Fuel Distribution System Mechanic	19.91
23312 - Fuel Distribution System Operator	15.84
23370 - General Maintenance Worker	16.10
23380 - Ground Support Equipment Mechanic	22.34
23381 - Ground Support Equipment Servicer	18.92
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	15.84
23392 - Gunsmith II	17.88
23393 - Gunsmith III	19.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.30
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.27
23430 - Heavy Equipment Mechanic	20.15
23440 - Heavy Equipment Operator	16.81
23460 - Instrument Mechanic	19.91
23465 - Laboratory/Shelter Mechanic	18.90
23470 - Laborer	11.59
23510 - Locksmith	16.15
23530 - Machinery Maintenance Mechanic	23.55
23550 - Machinist, Maintenance	18.26
23580 - Maintenance Trades Helper	12.46
23591 - Metrology Technician I	19.54
23592 - Metrology Technician II	20.54
23593 - Metrology Technician III	23.55
23640 - Millwright	22.10
23710 - Office Appliance Repairer	18.43
23760 - Painter, Maintenance	15.25
23790 - Pipefitter, Maintenance	17.55
23810 - Plumber, Maintenance	16.77
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	16.38
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	16.08
23910 - Small Engine Mechanic	14.68
23931 - Telecommunications Mechanic I	22.03
23932 - Telecommunications Mechanic II	23.06
23950 - Telephone Lineman	19.23
23960 - Welder, Combination, Maintenance	16.56
23965 - Well Driller	20.43
23970 - Woodcraft Worker	19.91
23980 - Woodworker	12.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.39
24580 - Child Care Center Clerk	11.27
24610 - Chore Aide	9.59
24620 - Family Readiness And Support Services Coordinator	11.17
24630 - Homemaker	11.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.88
25040 - Sewage Plant Operator	17.22
25070 - Stationary Engineer	21.88
25190 - Ventilation Equipment Tender	16.08
25210 - Water Treatment Plant Operator	17.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.88
27007 - Baggage Inspector	11.87
27008 - Corrections Officer	15.07
27010 - Court Security Officer	15.07
27030 - Detection Dog Handler	13.81
27040 - Detention Officer	15.07
27070 - Firefighter	14.46
27101 - Guard I	11.87
27102 - Guard II	13.81
27131 - Police Officer I	16.36
27132 - Police Officer II	18.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.49
28042 - Carnival Equipment Repairer	11.13
28043 - Carnival Equipment Worker	8.53
28210 - Gate Attendant/Gate Tender	13.85
28310 - Lifeguard	11.87

28350 - Park Attendant (Aide)	15.49
28510 - Recreation Aide/Health Facility Attendant	11.31
28515 - Recreation Specialist	16.21
28630 - Sports Official	12.34
28690 - Swimming Pool Operator	14.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.56
29020 - Hatch Tender	21.56
29030 - Line Handler	21.56
29041 - Stevedore I	18.76
29042 - Stevedore II	22.80
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	17.40
30022 - Archeological Technician II	18.63
30023 - Archeological Technician III	23.07
30030 - Cartographic Technician	26.11
30040 - Civil Engineering Technician	20.35
30061 - Drafter/CAD Operator I	17.40
30062 - Drafter/CAD Operator II	18.63
30063 - Drafter/CAD Operator III	20.60
30064 - Drafter/CAD Operator IV	25.34
30081 - Engineering Technician I	15.46
30082 - Engineering Technician II	17.35
30083 - Engineering Technician III	19.41
30084 - Engineering Technician IV	24.05
30085 - Engineering Technician V	29.42
30086 - Engineering Technician VI	35.59
30090 - Environmental Technician	23.27
30210 - Laboratory Technician	21.96
30240 - Mathematical Technician	22.69
30361 - Paralegal/Legal Assistant I	17.18
30362 - Paralegal/Legal Assistant II	20.30
30363 - Paralegal/Legal Assistant III	24.83
30364 - Paralegal/Legal Assistant IV	30.05
30390 - Photo-Optics Technician	22.69
30461 - Technical Writer I	20.14
30462 - Technical Writer II	25.75
30463 - Technical Writer III	31.16
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)	20.60
Surface Programs	
30621 - Weather Observer, Senior (see 3)	20.45
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.49
31030 - Bus Driver	12.98
31043 - Driver Courier	13.08
31260 - Parking and Lot Attendant	9.13
31290 - Shuttle Bus Driver	12.71
31310 - Taxi Driver	10.49
31361 - Truckdriver, Light	13.98
31362 - Truckdriver, Medium	14.75
31363 - Truckdriver, Heavy	17.20
31364 - Truckdriver, Tractor-Trailer	17.20
99000 - Miscellaneous Occupations	
99030 - Cashier	8.61
99050 - Desk Clerk	10.30
99095 - Embalmer	25.80
99251 - Laboratory Animal Caretaker I	9.88
99252 - Laboratory Animal Caretaker II	11.15
99310 - Mortician	29.43
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.91
99711 - Recycling Specialist	16.09
99730 - Refuse Collector	12.78
99810 - Sales Clerk	13.31
99820 - School Crossing Guard	10.35

99830 - Survey Party Chief	18.48
99831 - Surveying Aide	14.01
99832 - Surveying Technician	16.80
99840 - Vending Machine Attendant	11.23
99841 - Vending Machine Repairer	13.88
99842 - Vending Machine Repairer Helper	11.50

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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 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 **561720**.

(2) The small business size standard is **\$18M**.

(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)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign

entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

#### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

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

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

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

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

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized

to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time,

and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of

balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 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: Nicole Wilhelm  
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)

#### 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent

that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

#### 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):

<https://acquisition.gov/?q=browsefar>

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

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

(a) The use in this solicitation of **Defense Federal Acquisition Regulation Supplement** (48 CFR **Chapter 201**) 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, except for salary information provided on resumes. The non-price proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

- (1) Responsibility Determination Binder: 2 (1 original and 1 copy) copies of the responsibility determination information. With the responsibility determination binder, submit the following:
  - a. Submit completed and signed Standard Form 33 with the applicable DUNS Number and CAGE code of the offeror provided on the face of the SF-33. Ensure the SF-33 includes the

- appropriate name and address of any newly formed joint venture/partnership arrangement if applicable;
- b. Submit acknowledgement of all amendments;
  - c. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
  - d. Submit individual representations and certifications if System for Award Management (SAM) representations and certifications are not complete in accordance with FAR 52.204-7;
  - e. The offeror shall provide the latest three complete fiscal year financial statements, certified by an independent accounting firm or at least by an authorized officer of the organization. If a new joint venture/teaming/partnership arrangement is being proposed, include the latest three complete fiscal year financial statements for each firm, certified by an independent accounting firm or at least by an authorized officer of the organization.
  - f. Submit evidence of availability of working/operating capital from an independent financial institution, which will be used for the performance of the resultant contract.
  - g. If joint venture/teaming/partnership arrangement is being proposed, include copies of agreements and letters of commitment signed by the appropriate individuals of each firm. Agreements must include company name, DUNS number, address, point of contact, email address, phone number and fax number. The agreements shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm/joint venture/team/partnership. Offerors proposing significant subcontracts (subcontracts exceeding 10% of the total contract value) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify contribution to the planned arrangement in terms of the type and proportion of work to be performed. For Joint Venture arrangements discuss the financial responsibilities among the companies.
  - h. Submit two copies of the entire Responsibility Determination information on CD filed inside the cover of the "Original" hard copy Responsibility Determination binder.
  - i. Paper should be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Double-side printing is permitted. Text will be black using a font no smaller than 11 point, Times New Roman or Courier.
  - 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-02000008 Exhibit Line Item Numbers) in hard copy and in EXCEL (Microsoft Office Version 2007 compatible) format on a CD-ROM. Formulas shall be traceable. Failure to do so may be cause to render the offer non-responsive. Offerors may utilize the pricing attachments in EXCEL (Microsoft Office Version 2007 compatible) format in Section J for submission of pricing data. Because the pricing evaluation will concentrate on the electronic files submitted, in the event of a discrepancy between the price proposal hard copies and the price proposal electronic copies, the price proposal electronic copies will take precedence.
  - e. Paper should be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Text will be black using a font no smaller than 11 point, Times New Roman or Courier. Double-side printing is permitted. For larger spreadsheets, the offeror may submit folded 11 by 17 inch sheets with printing on one side only.
  - f. Offerors shall put company name on every pricing page.
  - g. There is no page limitation on the pricing proposal.

- (3) Non-Price Proposal Binder: 6 (1 original and 5 copies) copies of the non-price proposal. With the non-price proposal, submit the following:
  - a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
  - b. Submit all Non-Price factor requirements divided. Each Non-Price factor must have an individual tab divider;
  - c. Submit three copies of the entire Non-Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Non-Price Proposal binder. Acceptable readable/searchable formats include word, excel, and searchable PDF. 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 50 pages. Blank tab dividers are excluded from the page limitation. Past Performance Questionnaires and Contractor Performance Assessment Reports will not count toward the page limitation.
  - f. Offerors shall put company name on every Non-Price page.
  - g. Paper will be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Text will be black using a font no smaller than 11 point, Times New Roman or Courier. Double-side printing is allowed; however each side will be counted as one page.
  - h. Foldouts are only permitted for the organization charts. Foldouts are limited to 11 by 17 inch white paper that must be folded to fit within the 3-ring D-binder, printing on one side only. 11 by 17 foldouts are considered one page.
  
- (4) All binder covers and spine inserts will contain the solicitation number and title, the offeror’s name including individual point of contact, with phone number AND email address.
  
- (5) Offers are solicited on an “all or none” basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

**SECTION L**

**L.1 PERIOD OF ACCEPTANCE**

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

**L.2 PROPOSAL DELIVERY**

Proposals shall be clearly marked “SOLICITATION N69450-16-R-2122 Custodial Services, Marine Corps Recruit Depot (MCRD), Parris Island and Naval Hospital, Beaufort, South Carolina and sent to the following address:

U. S. Mail:	Other Delivery Services including FedEx and UPS:	Hand-delivered:
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NAVFAC Southeast	NAVFAC Southeast	NAVFAC Southeast
FSC-BOS ACQ Core (ATTN: Cari Fiebach)	FSC-BOS ACQ Core (ATTN: Cari Fiebach)	Bldg. 903 Lobby Area, Yorktown Ave.
Box 30	Bldg. 903, Yorktown Ave.	NAS Jacksonville
NAS Jacksonville	NAS Jacksonville	Jacksonville, FL 32212-0030
Jacksonville, FL 32212-0030	Jacksonville, FL 32212-0030	<i>See instructions below.</i> Contact Rebecca Jones at (904) 542-8816 or Cari Fiebach at (904) 542- 5117 upon arrival at the building for proposal delivery.

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

For hand-delivered proposals:

Due to increased security at all military installations, Offerors who do not currently have a valid Contractor's ID 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 a AMAG form at least five days prior to the date of the visit. The AMAG form shall be electronically forwarded to Cari Fiebach at [cari.fiebach@navy.mil](mailto:cari.fiebach@navy.mil).

Personnel and vehicle one-day passes must be obtained at the Pass and ID Office on Yorktown Avenue, Building 9. All visitors must bring with them, form OMB 0703-0061 on the day of the visit along with two (2) forms of identification as required.

It is imperative that all potential offerors adhere to this notice in order to avoid delay in submitting your proposal. Also, be advised by this notice that the level of security at NAS Jacksonville may change at any time. As the level of security heightens, the amount of time required to gain access to the base also increases. Contact the contract specialist or the contracting officer, via the email address(es) above, to coordinate hand-delivered proposals at least two days prior to the date and time established for proposal submission.

**L.3 ADDITIONAL RFP FILES**

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

**L.4 PRE AWARD INQUIRY FORM**

All Government Preaward Inquiries/Requests for Information shall be submitted in writing to the contract specialist at: [cari.fiebach@navy.mil](mailto:cari.fiebach@navy.mil) (with a copy to [rebecca.m.jones@navy.mil](mailto:rebecca.m.jones@navy.mil)) prior to the Government cutoff date of: 10:00AM EDT, MONDAY, 2 NOVEMBER 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: N6945016R2122GPIF.xls. It is the Offeror's responsibility to verify receipt of all questions with the contract specialist, Cari Fiebach at (904) 542-5117.

**L.5 INCURRED EXPENSES**

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

#### **L.6 NO ALTERNATE OR MULTIPLE PROPOSALS**

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

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#### **L.7 SITE VISIT**

FAC 5252.237-9302 SITE VISIT (JUL 1995)

(a) The site visit will be conducted on Wednesday, 28 October 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: N6945016R2122\_Itinerary.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.

CUSTODIAL SERVICES AT MARINE CORPS RECRUIT DEPOT (MCRD), PARRIS ISLAND, AND NAVAL HOSPITAL, BEAUFORT, SOUTH CAROLINA.

DATE OF VISIT: **28 OCTOBER 2015**

TIME OF SITE VISIT: **0900**

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 SUBMIT THE FULL NAME, COMPANY NAME, AND PHONE NUMBER OF ALL PARTICIPANTS FOR THE SITE VISIT. A VALID GOVERNMENT-ISSUED PHOTO IDENTIFICATION WILL BE REQUIRED (DRIVERS LICENSE, PASSPORT, ETC) TO GAIN ACCESS TO THE BASE FOR THIS SITE VISIT. PARTICIPANT INFORMATION MUST BE SUBMITTED BY: 2:00 PM EDT, FRIDAY, 23 OCTOBER 2015. ONLY CLEARED CONTRACTORS WILL BE ALLOWED TO PARTICIPATE IN THE SITE VISIT.

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, FRIDAY, 23 OCTOBER 2015 to [cari.fiebach@navy.mil](mailto:cari.fiebach@navy.mil). Early submission of requests is highly encouraged. Every effort will be made to accommodate reasonable requests.

4. THE PARTICIPANT INFORMATION SHALL BE EMAILED TO:

Cari Fiebach

Email: [cari.fiebach@navy.mil](mailto:cari.fiebach@navy.mil)

Deborah Meaut  
Email: [deborah.j.meaut.civ@navy.mil](mailto:deborah.j.meaut.civ@navy.mil)

Rodney Small  
Email: [rodney.small@navy.mil](mailto:rodney.small@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](mailto:REBECCA.M.JONES@NAVY.MIL) AND [CARI.FIEBACH@NAVY.MIL](mailto:CARI.FIEBACH@NAVY.MIL) PRIOR TO THE GOVERNMENT PRE-AWARD INQUIRY (GPI) CUT OFF DATE OF: 10:00AM EDT, MONDAY, 2 NOVEMBER 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](https://www.neco.navy.mil/index.aspx)) AS FILE TITLED: N6945016R2122GPIF.XLS. ALL GPIS SHALL BE SUBMITTED TO REBECCA JONES AND CARI FIEBACH AT: [REBECCA.M.JONES@NAVY.MIL](mailto:REBECCA.M.JONES@NAVY.MIL) AND [CARI.FIEBACH@NAVY.MIL](mailto: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 SECURITY OFFICE WILL BE THE DECIDING AUTHORITY IN DETERMINING BASE ACCESS. ALSO, YOU ARE HEREBY ADVISED BY THIS NOTICE THAT THE LEVEL OF SECURITY 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

EVALUATION FACTORS FOR AWARDM.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 FOR AWARD

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 medical facility custodial 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 have been 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. 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.

Note: With the exception of offerors covered by Mentor-Protégé Agreements approved by SBA, if the offeror is a Joint Venture (JV) or partnership, the offeror must demonstrate joint prime contractor relevant experience on at least one project; or each member of the JV or partnership must demonstrate prime contractor experience on at least one relevant project. If each member of the Joint Venture or partnership is unable to demonstrate experience on at least one relevant project, the offeror will be considered unacceptable.

(2) Factor 2, Management and Technical Approach:

(i) Solicitation Submittal Requirements: The offeror shall describe staffing levels for the entire contract effort. Provide the completed 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.

(ii) Basis of Evaluation: The standard is met when the offeror demonstrates adequate staffing levels supported by a reasonable Basis of Estimate (BOE). The Factor will be considered unacceptable if the Attachment JB-1 FTE is not submitted; is incomplete; or does not include adequate FTEs and labor hours for direct and indirect effort.

(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.

(4) Factor 4, Past Performance:

(i) Solicitation Submittal Requirements: FOR EACH PROJECT IDENTIFIED IN RESPONSE TO FACTOR 1, IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. If there is not a completed CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Corporate Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

If a CPARS evaluation is not available, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment C, N6945016R2122-1PPQ), 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, Cari Fiebach or Rebecca Jones via email at cari.fiebach@navy.mil or rebecca.m.jones@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

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

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

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

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

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

#### CLAUSES INCORPORATED BY REFERENCE

52.232-15 Progress Payments Not Included

APR 1984

#### CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)