

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   83	
2. CONTRACT NO.		3. SOLICITATION NO. N69450-16-R-2123	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 30 Sep 2016	6. REQUISITION/PURCHASE NO. ACQR4384541		
7. ISSUED BY NAVFAC SOUTHEAST FSC-BOS BUILDING 903, PO BOX 30 JACKSONVILLE FL 32212-0030			CODE N69450	8. ADDRESS OFFER TO (If other than Item7) <b>See Item 7</b>		CODE	TEL: FAX:
			TEL: FAX: 904-542-6942			TEL: FAX:	

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

### SOLICITATION

9. Sealed offers in original and 3 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 See Section L until 02:00 PM local time 08 Nov 2016  
(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 NICOLE M. PEARSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 904-542-6798	C. E-MAIL ADDRESS nicole.pearson@navy.mil
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### OFFER (Must be fully completed by offeror)

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

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

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

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

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

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 A****A.1 TYPE OF CONTRACT**

Award of this solicitation will result in a facilities support indefinite-quantity contract with recurring work / firm fixed price (FFP) and non-recurring work / indefinite delivery indefinite quantity (IDIQ) provisions.

**A.2 SERVICE REQUIREMENTS**

The outcomes to be achieved are Base Operations Support (BOS) services at Naval Support Activity Mid-South, Millington, TN; Navy Personnel Command (NPC); Commander, Navy Recruiting Command (CNRC); Navy Personnel Research Studies and Technology (NPRST); US Army Corps of Engineers (USACE); Naval Branch Medical and Dental Clinic, Millington, TN; Naval Surface Warfare Center Carderock Division Memphis Detachment; and various other tenant commands and the outlying areas supported by these commands. This requirement includes all labor, supervision, management, and materials, except those specified to be Government furnished, for the following services: facility investment; custodial; pest control; integrated solid waste management; grounds maintenance and landscaping; pavement clearance; electrical; wastewater; water; base support vehicles and equipment; and environmental and other related services. The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

**A.3 COMPETITION ENVIRONMENT**

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

**A.4 NAICS CODE**

The NAICS code is 561210, Facilities Support Services.

**A.5 PRIOR CONTRACT INFORMATION**

The contract issued as a result of this solicitation will replace contract N40083-08-D-0066, which is due to expire on 30 September 2017. The following information applies to that contract. No assurances are made that workload and volume of future effort and costs will replicate past experience. This information is provided merely for informational purposes:

Contract Number N40083-08-D-0066

CTSI-CES Facility Services, LLC  
3703 Benning Rd. NE  
Washington, DC 20019-2645

	<b>Period of Performance</b>	<b>FFP</b>	<b>IDIQ</b>	<b>Total</b>
Base Period	1 Apr 08 – 30 Sep 08	\$4,544,363.15	\$2,000,000	\$6,544,363.15
Option Period 1	1 Oct 08 – 30 Sep 09	\$7,103,602.90	\$2,000,000	\$9,103,602.90
Option Period 2	1 Oct 09 – 30 Sep 10	\$7,207,116.08	\$2,000,000	\$9,207,116.08
Option Period 3	1 Oct 10 – 30 Sep 11	\$7,508,711.88	\$2,000,000	\$9,508,711.88
Option Period 4	1 Oct 11 – 30 Sep 12	\$7,537,022.38	\$2,000,000	\$9,537,022.38
Award Option 1	1 Oct 12 – 30 Sep 13	\$7,563,795.07	\$2,000,000	\$9,563,795.07
Award Option 2	1 Oct 13 – 30 Sep 14	\$7,400,015.19	\$2,000,000	\$9,400,015.19
Award Option 3	1 Oct 14 – 30 Sep 15	\$7,474,207.36	\$2,000,000	\$9,474,207.36
Award Option 4	1 Oct 15 – 30 Sep 16	\$7,474,207.36	\$2,000,000	\$9,527,257.47
Award Option 5	1 Oct 16 – 30 Sep 17	\$7,600,254.64	\$2,000,000	\$9,600,254.64
<b>Total</b>		<b>71,413,296.01</b>	<b>\$20,000,000</b>	<b>91,413,296.01</b>

Section B - Supplies or Services and Prices

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

Base Period Recurring Services  
 FFP  
 Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs A001 through A018 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

NOTE: Please ensure you are using the most current version of this attachment. Check all amendments for updates.  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: ACQR4384541

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	Base Period Non-Recurring Services IDIQ FFP	UNDEFINED	Each		

Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs A700 through A786 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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FOB: Destination  
PURCHASE REQUEST NUMBER: ACQR4384541

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option Period 1 Recurring FFP	UNDEFINED	Each		

Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs B001 through B018 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Period 1 Non-Recurring Services FFP		Each		
	Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs B700 through B786 from attachment J-0200000-15 under file name N6945016R2123_J-0200000-15_ELINS.				

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MAX  
NET AMT

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

Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs C001 through C018 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Option Period 2 Non-Recurring Services FFP	UNDEFINED	Each		

Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs C700 through C786 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Option Period 3 Recurring FFP Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs D001 through D018 from attachment J-0200000-15 under file name N6945016R2123_J-0200000-15_ELINS.		Each		

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 PURCHASE REQUEST NUMBER: ACQR4384541

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option Period 3 Non-Recurring Services FFP	UNDEFINED	Each		

Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs D700 through D786 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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MAX  
NET AMT

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

Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs E001 through E018 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Option Period 4 Non-Recurring Services FFP Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs E700 through E786 from attachment J-0200000-15 under file name N6945016R2123_J-0200000-15_ELINS.	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 Recurring FFP Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs F001 through F018 from attachment J-0200000-15 under file name N6945016R2123_J-0200000-15_ELINS.	UNDEFINED	Each		

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 FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	Option Period 5 Non-Recurring Services FFP Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs F700 through F786 from attachment J-0200000-15 under file name N6945016R2123_J-0200000-15_ELINS.	UNDEFINED	Each		

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 FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	Option Period 6 Recurring FFP Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs G001 through G018 from attachment J-0200000-15 under file name N6945016R2123_J-0200000-15_ELINS.	UNDEFINED	Each		

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 FOB: Destination

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	Option Period 6 Non-Recurring Services FFP	UNDEFINED	Each		
	Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs G700 through G786 from attachment J-0200000-15 under file name N6945016R2123_J-0200000-15_ELINS.				

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

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4384541

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION	Option Period 7 Recurring FFP	UNDEFINED	Each		

Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs H001 through H018 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4384541

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016 OPTION	Option Period 7 Non-Recurring Services FFP	UNDEFINED	Each		

Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs H700 through H786 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4384541

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017 OPTION	52.217-8 Option Period Recurring FFP Recurring Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for Exhibit Line Item Numbers (ELINs)/Sub-ELINs J001 through J018 from attachment J-0200000-15 under file name N6945016R2123_J-0200000-15_ELINS.	UNDEFINED	Each		

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FOB: Destination  
PURCHASE REQUEST NUMBER: ACQR4384541

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018 OPTION	52.217-8 Option Non-Recurring Services FFP	UNDEFINED	Each		

Non-recurring (IDIQ) Base Operations Support Services at Naval Support Activity Mid-South, Millington, TN in accordance with the Performance Work Statement and all applicable attachments. Fill in with total for ELINs/Sub-ELINs J700 through J786 from attachment J-0200000-15 under file name N6945016R2123\_J-0200000-15\_ELINS.

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MAX  
NET AMT

**SECTION B**

**B.1 PRICING OF CLINS**

The contract pricing is structured into 18 Contract Line Item Numbers (CLINs). The base year is covered by CLINs 0001 and 0002. Each of the seven 12-month option periods, and one 6-month option period, is likewise covered by two CLINs. The firm-fixed (FFP) price base year requirement and the overall guaranteed minimum for the contract is CLIN 0001. CLINs 0003, 0005, 0007, 0009, 0011, 0013, 0015, and 0017 account for the FFP requirements in each option period. CLINs 0002, 0004, 0006, 0008, 0010, 0012, 0014, 0016, and 0018 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 18 tabs of ELINs, each corresponding to a Section B CLIN. They are identified for example, as: “Base Period Recurring” (which is CLIN 0001), “Base Period Non-Recurring” (which is CLIN 0002), etc. “First Option Period Recurring” (which is CLIN 0003), First Option Period Non-Recurring” (which is CLIN 0004), Second Option Period Recurring” (which is CLIN 0005) etc. ELINs with prefix “A” support the Base Year, ELINs with prefix “B” support Option Period 1, ELINs with prefix “C” support Option Period 2. ELINs with prefix “D” support Option Period 3, and ELINs with Prefix “E” support Option Period 4. ELINs with prefix “F” support Option Period 5, and ELINs with Prefix “G” support Option Period 6. ELINs with prefix “H” support Option Period 7, and ELINs with Prefix “J” support the 52.217-8 Option Period. Therefore the total of ELINs A001AA through A018AD will be the amount you should enter in Section B CLIN 0001. The total of A700 through A786 will be the amount you should enter in Section B CLIN 0002. The total of B001AA through B018AD will be the amount you should enter in Section B CLIN 0003. And the total of B700 through B786 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 0018.

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

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

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

CLIN 0001, Base Period recurring work;

Minimum guarantees do not apply to the option periods.

Section C - Descriptions and Specifications

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>:

**N6945016R2123\_SectionC.pdf**

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

5252.237-9300 SCHEDULE OF DEDUCTIONS (NOV 1998)

(a) Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Items 0001, 0003, 0005, 0007, 0009, 0011, 0013, 0015, and 0017. 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.

## Section F - Deliveries or Performance

SECTION FLOCATIONF.1 LOCATION

As shown in Section C, the work to be performed under this solicitation and resulting contract is at NSA Mid-South.

CONTRACT TERMF.2 CONTRACT TERM

The estimated start date is 01 October 2017. The initial contract term of performance is for one year. The entire duration of the contract if all options are exercised is eight years (96 months). There are seven option periods and each option period has a term of performance of one year (12 months). If the Government requires a shorter term or exercises an option for a period shorter than 12 months, the proposed monthly ELIN prices will be used as the basis for establishing the reduced term. The Government may extend the term of the contract in accordance with FAC 5252.217-9301, Option to Extend the Term of the Contract – Services incorporated into the resulting contract.

Additionally, the Government may need to extend the performance period beyond the established 96 months stated above. FAR 52.217-8, Option to Extend Services provides the regulatory authority to extend contract performance up to an additional six months.

F.3 TRANSITION PERIOD

The Government intends to make award by 31 August 2017 to allow the successful offeror 30 days to mobilize and transition into place. Thirty (30) days prior to completion of the contract term the current contractor will be expected to commence demobilization and support the transition of the follow-on contractor.

DELIVERABLESF.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>:

N6945016R2123\_SectionF.PDF

NOTE: Deliverables requirements under the contract should be submitted to the Government via Electronic format. The file document(s) format shall be compatible with the most recent Government installed Microsoft Office Version (currently 2010) and an unprotected version. The documents may be submitted via email as 'attachment(s)', file size permitting. Else, the deliverables should be submitted on a CD-ROM.

ECMRA REPORTING REQUIREMENTSF.5 ECMRA REPORTING REQUIREMENTS

NMCARS 5237.102(a)(1)(90)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC Southeast via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	PWD MID-SOUTH INSPECTOR OF RECORD 5722 INTEGRITY DR, BLDG 455 MILLINGTON TN 38054 901-874-5438 FOB: Destination	N69450
0002	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0003	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0004	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0005	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0006	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0007	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0008	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0009	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0010	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0011	POP 01-OCT-2022 TO 30-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0012	POP 01-OCT-2022 TO 30-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450

0013	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0014	POP 01-OCT-2023 TO 30-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0015	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0016	POP 01-OCT-2024 TO 30-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0017	POP 01-OCT-2025 TO 31-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0018	POP 01-OCT-2025 TO 31-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450

## 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

SECTION GG.1 CONTRACT ADMINISTRATION

Upon award, contract administration shall be assigned to:

NAVFAC SOUTHEAST

PWD Mid-South

5722 Integrity Dr., Bldg 455

Millington, TN 38054

G.2 BLANKET TASK ORDER

The Government reserves the right to issue Blanket Task Orders (BTOs) with bulk funding for non-recurring work; however, performance of work shall not commence until authorization is received from the Contracting Officer.

## CLAUSES INCORPORATED BY REFERENCE

252.204-0006	Line Item Specific: Proration	SEP 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

## CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

[TBD](#)

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

[TBD](#)

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<a href="#">TBD</a>
Issue By DoDAAC	<a href="#">TBD</a>
Admin DoDAAC	<a href="#">TBD</a>
Inspect By DoDAAC	<a href="#">TBD</a>
Ship To Code	<a href="#">TBD</a>
Ship From Code	<a href="#">TBD</a>

Mark For Code	<a href="#">TBD</a>
Service Approver (DoDAAC)	<a href="#">TBD</a>
Service Acceptor (DoDAAC)	<a href="#">TBD</a>
Accept at Other DoDAAC	<a href="#">TBD</a>
LPO DoDAAC	<a href="#">TBD</a>
DCAA Auditor DoDAAC	<a href="#">TBD</a>
Other DoDAAC(s)	<a href="#">TBD</a>

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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.  
[TBD](#)

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

[TBD](#)

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

(End of clause)

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.

CLAUSES INCORPORATED BY FULL TEXT

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)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 HHISTORICAL AND ARCHAEOLOGICALH.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.

DOD FEDMALLH.2 Contractor Support of Electronic Contracting (FEDMALL)

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 Federal Mall (FedMall). FedMall 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 FedMall to view and order IQ line items.

The contractor is required to receive electronic IQ orders from FedMall 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 FedMall. 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 FedMall in a timely manner.

The contractor shall track quantities and report total ordered quantity in FedMall 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 FedMall:

<b>ELIN</b>	<b>Product Name (120 Characters)</b>
X704	Special Event Grass Cutting
X705	Special Event Edging
X706	Special Event Raking

X707	Tree and Stump Removal Large 18.1" DBH and above Tree and Stump Removal
X708	Tree and Stump Removal Medium 6.1" DBH up to 18" Tree and Stump Removal
X709	Tree and Stump Removal Small up to 6" Tree and Stump Removal
X710	Shrub and Stump Removal Large 15-gallon and above, 48.1" and above Shrub and Stump Removal
X711	Shrub and Stump Removal Medium 5- to 15-gallon, 18.1" up to 48" Shrub and Stump Removal
X712	Shrub and Stump Removal Small Up to 5-gallon, up to 18" Shrub and Stump Removal
X713	Complete Tree Pruning Small - below and including 15' Complete Tree Pruning
X713	Complete Tree Pruning Large - above 15' Complete Tree Pruning
X714	Soil Analysis
X715	Grassing
X716	Tree Planting
X717	Shrub Planting (1-gallon)
X718	Shrub Planting (5-gallon)
X719	Bedding/Ornamental Plants (4" pot size)
X720	Sodding
X721	Sprigging
X722	Fertilize
X723	Dethatch & Aerate
X724	Aerate
X725	Shrub Pruning (Stand-alone plants)
X726	Hedge Pruning (Continuous Hedging)
X727	Erosion Control
X728	Underbrushing
X729	Field Mowing
X730	Control Undesired Vegetation
X731	Debris Removal
X732	Stripping/Rewaxing
X733	Carpet or Rug Shampooing
X734	Cleaning Light Fixtures
X735	High Dusting/Cleaning
X736	Interior Glass Cleaning

X737	Exterior Glass Cleaning
X738	Cleaning Window Blinds
X739	Removing Snow and Ice
X741	Asbestos Sampling <i>available</i>
X743	Lead Sampling <i>available</i>
X745	Mold Sampling
X747	PTAC Unit Replacement
X748	Receptacles - within 50' of Breaker Panel
X749	Receptacles - within 100' of Breaker Panel (120V) <i>available on DoD eMALL/FEDMALL</i>
X750	Receptacles - within 100' of Breaker Panel (208V)
X751	Light Installation -100' of Breaker Panel
X752	Light Installation 10' from existing fixture
X753	Exterior wall light 40W LED
X754	3500 LED Flat Panel Exterior Wall Light
X755	GF Carpet
X756	GF VCT
X757	PAINTING- EXCESS OF 200 SF, 1 COAT
X758	PAINTING- EXCESS OF 200 SF, 2 COATS
X759	SURFACE PREPARATION FOR PAINTING
X761	TV/PICTURE HANGING (2ft x 3ft)
X762	TV/PICTURE HANGING (4ft x 4ft) <i>available on DoD eMALL/FEDMALL</i>
X763	TV/PICTURE HANGING (Over 4ft)
X764	LOCKSET
X765	KEY DUPLICATION
X766	KEY DUPLICATION
X767	SAFE ACCESS
X768	SAFE ACCESS (2HR)
X770	GFE CX SERIES LOCK (DOOR)
X771	GFE CX SERIES LOCK (SAFE)
X772	SPECIAL EVENTS DUMPSTERS (8CY) <i>available on DoD eMALL/FEDMALL</i>
X773	SPECIAL EVENTS DUMPSTERS (20CY)
X774	SPECIAL EVENTS DUMPSTERS (30CY)
X775	SPECIAL EVENTS DUMPSTERS (40CY)
X776	RECORE LOCKS
X777	RESTRIPE PARKING STALLS
X778	RESTENCIL HANDICAP SPACE
X779	RESTENCIL DESIGNATED PARKING
X780	WEED REMOVAL
X781	PLANT BED MAINTENANCE

X782	POWER WASHING
X783	WINTERIZE GAZEBO
X784	DE-WINTERIZE GAZEBO
X785	SAND SALT SWEEP
X786	SNOW REMOVAL

## CONSTRUCTION WORK

### H.3 CONSTRUCTION WORK

This procurement incorporates some major repair, minor construction and stand-alone demolition, which may be accomplished as part of sustainment. The following clauses are included herein and will apply to all construction work performed:

52.211-12	Liquidated Damages – Construction
52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work
52.222-6	Construction Wage Rate Requirements
52.222-32	Construction Wage Rate Requirements – Price Adjustment (Actual Method)
52.228-2	Additional Bond Security
52.228-15	Performance and Payment Bonds – Construction (See Note Below)
52.236-2	Differing Site Conditions
52.236-3	Site Investigation and Conditions Affecting the Work
52.236-5	Material and Workmanship
52.236-6	Superintendence by the Contractor
52.236-7	Permits and Responsibilities
52.236-8	Other Contracts
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
52.236-10	Operations and Storage Areas
52.236-11	Use and Possession Prior to Completion
52.236-12	Cleaning Up
52.236-13	Accident Prevention
52.236-14	Availability and Use of Utility Services
52.236-15	Schedules for Construction Contracts
52.236-17	Layout of Work
52.236-21	Specifications and Drawings for Construction
52.236-26	Preconstruction Conference
52.242-14	Suspension of Work
52.243-4	Changes
52.243-5	Changes and Changed Conditions
52.246-12	Inspection of Construction
52.246-21	Warranty of Construction
52.249-2, Alt. 1	Termination for Convenience of the Government (Fixed-Price)
52.249-10	Default (Fixed-Price Construction
252.236-7000	Modification proposals – price breakdown
252.236-7001	Contract drawings and specifications
5252.228-9300	Individual Surety/Sureties
5252.228-9305	Notice of Bonding Requirements

Note: All necessary performance, and payment bond requirements will be incorporated in construction task orders in accordance with the Bonds Statute, formerly known as the Miller Act, (40 U.S.C. 3131 *et seq.*). Bonds are not required with your proposal submission in response to this solicitation.

#### H.4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

Section I, Contract Clauses, incorporates FAR clause 52.211-10, Commencement, Prosecution and Completion of Work. This clause may be incorporated into task orders as applicable. The Government reserves the right to negotiate task order performance period if determined to be in the best interest of the Government.

#### H.5 ORDERING

In accordance with DFARS clause 252.216-7006, Ordering, this authorizes additional methods for issuance of delivery or task orders under the resulting contract. Orders may be issued orally, by facsimile, and/or by electronic commerce methods.

#### H.6 ORDER LIMITATIONS

Section I, Contract Clauses, incorporates FAR clause 52.216-19, Order Limitations. This clause is not applicable to the recurring (FFP) work and/or the Government-wide Commercial Purchase Card (GCPC) Program

#### H.7 CONSTRUCTION WAGE RATE REQUIREMENTS APPLICABILITY

This solicitation and resulting contract is not primarily for construction; however, the specifications do include a requirement for some construction work to be performed in the United States. The applicable construction labor standards clauses incorporated herein apply to any major repair, minor construction and stand-alone demolition, which may be accomplished as part of Facility Investment and any construction effort performed under the IDIQ/Non-Recurring ELINs for construction/Construction Wage Rate Requirements efforts.

#### H.8 DFARS 211.106

Identification as Contractor Employee:

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

#### H.9 SCHEDULE OF DEDUCTIONS

Unit prices provided by the successful offeror may be utilized as the basis of deductions pursuant to the clause at 5252.246-9303, Consequences of Contractor's Failure to Perform Required Services.

#### H.10 GOVT-FURNISHED PROPERTY

In accordance with FAR 45.000(b)(5), Government property is not included in this solicitation and resulting contract.

However, the Government will make available to the Contractor the facilities described in J-0200000-05. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-

furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

See Section C, Spec Item 2.4 Government-Furnished Property, Materials and Services and Section J Attachments J-0200000-05, J-0200000-06, J-0200000-07 and J-0200000-08 for additional information.

#### CLAUSES INCORPORATED BY REFERENCE

5252.228-9300 Individual Surety/Sureties JUN 1994

#### CLAUSES INCORPORATED BY FULL TEXT

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 5252.216-9306 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)

5252.216-9316 UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefined task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefined task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized. (End of clause)

#### 5252.228-9305 Alt I NOTICE OF BONDING REQUIREMENTS Alternate I (DEC 2000)

(a) Within TBD on Task Order days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

TBD A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the the price payable for the contract guaranteed minimum.

TBD A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the the price payable for the contract guaranteed minimum.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run TBD days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

#### FAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

- (1) submit in writing his proposals for effectuating provision for accident prevention;
- (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### 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.

#### 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 four (4) hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.
  - (3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects.
  - (4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.
- (b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.
- (c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) of Section I and all other remedies for default as may be provided by law.

- (d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of 10 minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below;
- (1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.
  - (2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the cost.
  - (3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.
  - (4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.
  - (5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES.

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

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

## Section 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	OCT 2015
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	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
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
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2014

52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-32	Construction Wage Rate Requirements--Price Adjustment (Actual Method)	MAY 2014
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
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	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
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
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
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
52.223-19	Compliance with Environmental Management Systems	MAY 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
52.227-14	Rights in Data--General	MAY 2014
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	DEC 2007

52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	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
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994

52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.217-7027	Contract Definitization	DEC 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (OCT 2015)	OCT 2015
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
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

252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contract for central nonprofit agencies are:

- (1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and
- (2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

- (1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691,(703) 310-0500; and
- (2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than . \* The time stated for completion shall include final cleanup of the premises.

\*\*\*TBD on Task Order\*\*\*

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

\*\*\*TBD on Task Order\*\*\*

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$150,000.00; or

(3) A series of orders from the same ordering office within seven (7) 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 10 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 [contract completion or final Task Order completion date, whichever comes later](#).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-18 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 AWARDEE will notify the NAVFAC SE 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)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 561210- assigned to contract number N69450-16-R-2123.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Employee Class	Schedule Step	Title	Monetary Wage
WG-10	2	Arborist	\$24.20
WG-10	2	Boiler Tender	\$24.20
WG-9	2	Carpenter, Maintenance	\$22.72
WG-10	2	Electrician, Maintenance	\$24.20
WG-9	2	Electronic Technician Maintenance II	\$22.72
WG-10	2	Elevator Installer and Repairer	\$24.20
WG-10	2	Fire Alarm System Mechanic	\$24.20
WG-8	2	General Maintenance Worker	\$21.23
WG-10	2	Electrician, Maintenance (Generator Mechanic)	\$24.20
WG-10	2	Heavy Equipment Mechanic	\$24.20
WG-10	2	Heavy Equipment Operator	\$24.20
WG-10	2	HVAC Mechanic	\$24.20
WG-2	2	Janitor	\$10.78
WG 06	2	Laboratory Technician	\$18.23
WG-2	2	Laborer	\$10.78
WG-3	2	Laborer, Grounds Maintenance	\$13.76
WG-9	2	Locksmith	\$22.72
WG-10	2	Machinery Maintenance Mechanic	\$24.20
WG-5	2	Maintenance Trades Helper	\$16.75
WG-9	2	Painter, Maintenance	\$22.72
WG-7	2	Pest Controller	\$19.75
WG-10	2	Pipefitter, Maintenance	\$24.20
WG-9	2	Plumber, Maintenance	\$22.72
WG-2	2	Refuse Collector	\$10.78
WG-9	2	Sewage Plan Operator (Wastewater Treatment Plant Operator)	\$22.72
WG-4	2	Stock Clerk	\$15.24
WG-5	2	Tractor Operator	\$16.75
WG-10	2	Transportation -Motor Vehicle Mechanic	\$24.20
WG-10	2	Transportation -Rigger	\$24.20
WG 08	2	Truck Driver, Heavy	\$21.23
WG-9	2	Water Plant Operator	\$22.72
WG-10	2	Welder, Maintenance	\$24.20

Note: Base on Federal Wage System Regular and Special Production Facilitating Wage Rate Schedules for the Memphis, Tennessee (RUS) Wage Area issued on 12 April 2016. Fringe Benefits are not included in the monetary wage rates shown in the table above.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 9/30/2017 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 9/30/2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-25 PROMPT PAYMENT (JULY 2013)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Nicole Wilhelm  
NAVFAC SE  
PO BOX 30  
NAS Jacksonville, FL 32212

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<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)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.203-7004 DISPLAY OF HOTLINE POSTERS (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)

## 252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or

contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(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](#).

(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:

(To be completed by the Contracting Officer at the time of award)

(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 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS--

##### PARTNERSHIP AGREEMENT (MAR 2016)

(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.

(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.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by \_\_\_\_.

[Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified 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, unless--

(i) The SBA has determined that there are no small business manufacturers or processors in the Federal market place in accordance with FAR 19.502-2(c);

(ii) The acquisition is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, in which case a small business concern may furnish the product of any domestic firm; or

(iii) The acquisition is a construction or service contract.

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

(End of clause)

#### 252.219-7011 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)

## 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) [As specified on Task Orders](#) is/are incrementally funded. For this/these item(s), the sum of \$---- [As specified on Task Orders](#) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with

regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$-- [As specified on Task Orders](#)

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

As specified on Task Orders

(End of clause)

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

(a) Definitions. As used in this clause-

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

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

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services listed herein are considered, Mission-Essential Contractor Services:

### Annex 15 Facilities Support

- 1502000 Facility Investment
- 1503010 Janitorial
- 1503020 Pest Control
- 1503030 Refuse Collection and Recycling
- 1503040 Other (Splash Park)
- 1503050 Grounds
- 1503060 Street Sweeping and Snow Removal

### Annex 16 Utilities

- 1601000 Utilities Management
- 1602000 Electrical
- 1604000 Wastewater
- 1606000 Water

### Annex 17 Base Support Vehicles and Equipment

- 1700000 BSVE

### Annex 18 Environmental

- 1800000 Environmental

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

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

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

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

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

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

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

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

(End of clause)

#### 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed below:

##### Annex 15 Facilities Support

- 1502000 Facility Investment
- 1503010 Janitorial
- 1503020 Pest Control
- 1503030 Refuse Collection and Recycling
- 1503040 Other (Splash Park)
- 1503050 Grounds
- 1503060 Street Sweeping and Snow Removal

##### Annex 16 Utilities

- 1601000 Utilities Management
- 1602000 Electrical

1604000 Wastewater  
 1606000 Water  
 Annex 17 Base Support Vehicles and Equipment  
 1700000 BSVE  
 Annex 18 Environmental  
 1800000 Environmental

During periods of crisis. The offeror shall--

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

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

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

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

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

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

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

(End of provision)

#### FAC 5252.217-9301 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 96 months.

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

**SECTION J**

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

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

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

JB-1	JB1 FTE (Provided as file name: N6945016R2123_JB1FTESheet.xls)
JB-2	JB-2 Supplemental Pricing (Provided as file name: N6945016R2123_JB2Pricing.xls)
	Wage Determinations are provided as follows:
	1) Service Contract Labor Standards Wage Determination 2015-2495 (Rev.-3) (Provided as file name: N6945016R2123_SCA_WD_2015-2495.pdf).
	2) Construction Wage Rate Requirements – Building – General Decision Number TN160103, dated 16 Sep 2016 (Provided as file name: N6945016R2123_DBA_TN160103.pdf).
JL-1	Government Pre-award Inquiry Form (GPIF) (Provided as file name: N6945016R2123_GPIF.xls)
JL-2	Site Visit Agenda (Provided as file name: N6945016R2123_SiteVisitAgenda.pdf)
JL-3	Site Visit Brief (Provided as file name: N6945016R2123_SiteVisitBrief.pdf)
JL-4	AMAG Form to Obtain Visitor’s Pass (Provided as file name: N6945016R2123_AMAG.xls)
JL-5	SECNAV 5512 Form to Obtain Visitor’s Pass/Access (Provided as file name: N6945016R2123_SECNAV5512.pdf)
JM-1	Past Performance Questionnaire (Provided as file name: N6945016R2123_PPQ.docx)

The TECHNICAL documents are posted as individual file names as indicated in the table or “all-inclusive” under filename: N6945016R2123\_SectionJ.pdf.

**TECHNICAL:**

J-0200000-09	Service Provider Information provided as file name: J-0200000-09_Service_Provider_Information.xlsx
J-0200000-10	Asset Information provided as file name: J-0200000-10_Asset_Information.xlsx
J-0200000-13	Spill Control Plan provided as file name: J-0200000-13_Spill_Control_Plan.pdf.
J-0200000-15	Exhibit Line Item Numbers provided as fine name: N6945016R2123_J-0200000-15_ELINs.xlsx
J-1502000-03	Facilities Property Inventory provided as file name: J-1502000-03_Facilities_Property_Inventory.pdf
J-1502000-04	Site Maps provided as file names: J-1502000-04_Site_Maps.pdf
J-1502000-05	Historic Service Order Workload provided as filename: J-1502000-05_Historic_Service_Order_Workload.pdf
J-1502000-10	PM HVAC and Refrigeration Systems Description provided as filename: J-1502000-10_HVAC_Inventory.pdf
J-1502000-12	Boiler Inventory provided as filename: J-1502000-12_Boiler_Inventory.pdf
J-1502000-25	Historic IMP Workload Craft Hours provided as filename: J-1502000-05_Historical_IMP.pdf
J-1502000-26	IMP HVAC and Refrigeration Systems Description provided as filename: J-1502000-26_HVAC_IMP_Inventory.pdf
J-1502000-29	Backflow Preventer Inventory provided as file name: J-1502000-29_Backflow_Inventory.pdf.

J-1505050-05	Grounds Maintenance Parcel and Storm Water Maps provided as file name: J-1503050-05_Grounds_Maps.pdf
J-1503060-03	Pavement Clearance Maps provided as file name: J-1503060-03_Site_Map.pdf
J-1601000-05	MAXIMO Specification Attributes for Utilities Assets is provided as file name: J-1601000-05_Specification_Attributes.xlsx
J-1606000-05	Sample Water Plant Daily Logs provided as file name: J-1606000-05_Plant_Log.pdf
J-1606000-05	Sample Water Plant Monthly Operation Reports provided as file name: J-1606000-05_Plant_Report.pdf
J-1606000-05	Sample Monthly Microbiology Monitoring Reports provided as file name: J-1606000-05_TC_Report.pdf
J-1606000-05	Sample Water Pumpage Data Reports provided as file name: J-1606000-05_WP_Report.pdf
J-1700000-09	NSA Shuttle Bus Schedule provided as file name: J-1700000-09_Shuttle_Bus_Schedule.pdf

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

## CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

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

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

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

(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) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 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.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 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.
- (xi) 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.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 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.
- (xiv) 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.
- (xv) 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.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxi) 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.

(xxii) 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 representations or certifications are applicable as indicated by the Contracting Officer:

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

**252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)**

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(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)

**252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)**

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

**SECTION L****L.1 PERIOD OF ACCEPTANCE**

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

**L.2 PROPOSAL DELIVERY**

Proposals shall be clearly marked "SOLICITATION N69450-16-R-2123 MID-SOUTH BASE OPERATIONS SUPPORT (BOS) SERVICES", and sent to the following address:

U. S. Mail:	Other Delivery Services:	Hand-delivered:
NAVFAC SE	NAVFAC SE	NAVFAC Southeast
FSC-BOS Division Acquisition Core (ATTN: Nicole Pearson)	FSC-BOS Division Acquisition Core (ATTN: Nicole Pearson)	Bldg. 903 Lobby Area, Yorktown Ave.
P.O. Box 30	Building 903, Yorktown Avenue	NAS Jacksonville
NAS Jacksonville	NAS Jacksonville	Jacksonville, FL 32212-0030
Jacksonville, FL 32212-0030	Jacksonville, FL 32212-0030	<i>See instructions below.</i> Contact Nicole Pearson at (904) 542-0192 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 and Vehicle Decal issued by the Department of Defense (DoD), must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with NAS Jacksonville security regulations, all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor's pass the person must submit a AMAG form at least five days prior to the date of the visit. The AMAG form shall be electronically forwarded to Nicole Pearson at [nicole.pearson@navy.mil](mailto:nicole.pearson@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 SECNAV 5512/1 (provided as attachment N6945016R2123\_SECNAV5512) 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. Please contact the contract specialist or the contracting officer, via the email address(es) above, to coordinate hand-delivered proposals.

**L.3 ADDITIONAL RFP FILES**

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

**L.4 PRE AWARD INQUIRY FORM**

All Government Preaward Inquiries/Requests for Information shall be submitted in writing to the contract specialist at: [nicole.pearson@navy.mil](mailto:nicole.pearson@navy.mil) (with a copy to [cari.fiebach@navy.mil](mailto:cari.fiebach@navy.mil)) prior to the Government cutoff date of: 25 OCTOBER 2016. 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: N6945016R2123\_GPIF.xls. It is the offeror's responsibility to verify receipt of all questions with the contract specialist, Nicole Pearson at (904) 542-0192.

**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.

**L.7 INFORMATIONAL SUBCLINS**

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

**L.8 PHASE-IN AND PHASE-OUT**

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

**L.9 FULLY LOADED PRICING**

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

**L.10 UNIT PRICE ADJUSTMENTS IN OPTION PERIODS**

This contract incorporates Construction Wage Rate Requirements Wage Determinations and Service Contract Labor Standards Wage Determinations. In accordance with subparagraph (b) of the Fair Labor Standards and Service Contract Labor Standards—Price Adjustment Clause, FAR 52.222-43 and subparagraph (b) of the Construction Wage Rate Requirements—Price Adjustment Clause, FAR 52.222-32 offerors shall not include escalation of wage and fringe benefit rates for Service Contract Labor Standards (formerly known as the Service Contract Act (SCA) of 1965) covered employees and/or Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act) covered employees in the option periods of performance. Wage and fringe benefit rates used for the base performance period will be used in pricing labor costs for all periods of performance in the option years. In accordance with the referenced clauses, the contractor may be entitled to an adjustment in contract price only when a new Service Contract Labor Standards wage determination, Construction Wage Rate Requirements wage determination, or CBA is modified into the contract and it affects wages and fringe benefits of covered employees.

**L.11 MANDATORY SUPPLY SOURCES****CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY**

In accordance with FAR Clause 52.208-9, the following supplies to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the

Committee for the Purchase From People Who Are Blind or Severely Disabled (the Committee) under 41.U.S.C. 8504.

Trash Liners  
Toilet Paper  
Paper Towels  
Hand Soap  
Hand Sanitizer  
Recyclable Container Liners  
Toilet Seat Protectors

These supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA).

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015

#### 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)

##### 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)

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

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

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

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

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

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any 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. 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 the offeror is a new joint venture or partnership, 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 or partnership arrangement is being proposed, include copies of agreements and letters of commitment signed by the appropriate individuals of each firm. Agreements must include company name, DUNS number, address, point of contact, email address, phone number and fax number. The agreements shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm/joint venture/team/partnership. Offerors proposing significant subcontracts (subcontracts exceeding 10% of the total contract value) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify contribution to the planned arrangement in terms of the type and proportion of work to be performed. For Joint Venture arrangements discuss the financial responsibilities among the companies.
  - h. Offerors shall submit plan in accordance with DFARS 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010).
  - i. Submit two copies of the entire Responsibility Determination information on CD filed inside the cover of the "Original" hard copy Responsibility Determination binder.
  - j. Paper should be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Double-side printing is permitted. Text will be black using a font no smaller than 11 point, Times New Roman or Courier.
  - k. There is no page limitation on the responsibility determination submission.
- (2) Price Proposal Binder: 2 (1 original and 1 copy) 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 two copies of the entire Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Price Proposal binder. Acceptable readable/searchable formats include MS Word, Excel, and searchable PDF.
  - d. Offerors shall submit pricing spreadsheet data (Section B, Section J Attachment J-0200000-15 Exhibit Line Item Numbers, JB-2 Supplemental Pricing) in hard copy and in EXCEL (Microsoft Office Version 2010 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 2010 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: 4 (1 original and 3 copies) copies of the non-price proposal. With the non-price proposal, submit the following:

- a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
  - b. Submit all Non-Price factor requirements divided. Each Non-Price factor must have an individual tab divider;
  - c. Submit three copies of the entire Non-Price Proposal on CD in readable/searchable electronic format and filed inside the cover of the "Original" hard copy Non-Price Proposal binder. Acceptable readable/searchable formats include word, excel, and searchable PDF. For the JB-1 Attachment, ensure data is submitted in hard copy and in EXCEL (Microsoft Office Version 2010 compatible) format on the above mentioned CD. In the event of a discrepancy between the Non-Price proposal hard copies and the Non-Price proposal electronic copies, the Non-Price proposal hard copies will take precedence.
  - d. State a clear acknowledgement within the beginning of the binder that nothing in the following proposal is meant to supersede or reduce any of the individual requirements to which the offer addresses. It is the Government's intent to incorporate the offeror's proposal into the final contract while at the same time eliminating any contradictory or conflicting requirements between the two. In the event of a conflict between any part or parts of the offer and part or parts of the requirement, the government has the right to selectively choose that part or those parts which are the more advantageous of the two.
  - e. The non-price proposal submittal shall not exceed 100 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.
  - a. Offerors shall put company name on every Non-Price page. Paper will be white, 8 ½ by 11 inches and have margins of 1 inch on all four sides. Text (including text in all graphics, exhibits and tables) 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.
  - b. 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.
  - c. Text will be black using a font no smaller than 11 point and single line spacing, Times New Roman or Courier.
- (4) All binder covers and spine inserts will contain the solicitation number and title, the offeror's name including individual point of contact, with phone number AND email address
- (5) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

FAC 5252.237-9302 SITE VISIT (JUL 1995)

(a) The site visit will be conducted on Wednesday, 19 October 2016 through Thursday, 20 October 2016. The agenda is provided as an attachment, filename: N6945016R2123\_SiteVisitAgenda.pdf and the site visit itinerary filename: N6945016R2123\_SiteVisitItinerary.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.

**DATE OF VISIT: 19-20 October 2016**

**TIME OF SITE VISIT: 8:00 AM CDT**

**MEETING LOCATION FOR SITE VISIT: NSA Mid-South Conference Center (Pat Thompson Center) at  
5700 Attu Street, Millington, TN 38053**

## Section M - Evaluation Factors for Award

### SECTION M

#### M.1 PRICING DISCREPANCIES

In the event there is a difference between the unit prices and extended total amounts, the unit price will be held to be the intended offer and total of the CLIN or ELIN/Sub-ELIN will be recomputed accordingly. The CLIN which includes the recomputed ELIN/Sub-ELIN will also be recomputed to take into account the change in the ELIN/Sub-ELIN.

If the offeror provides a total amount for a CLIN or ELIN/Sub-ELIN but fails to enter the unit price, the total amount divided by the CLIN/ELIN/Sub-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 J ELIN pricing will be held to be the intended offer.

#### M.2 BASIS FOR AWARD

1. In accordance with the Federal Acquisition Regulation, the Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.
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, 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.
3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.
4. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price
5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal.

#### M.3 EVALUATION FACTORS

1. The solicitation requires the evaluation of price and the following non-cost/price factors:
  - Factor 1 – Corporate Experience
  - Factor 2 – Management
  - Factor 3 – Technical Approach
  - Factor 4 – Safety
  - Factor 5 – Past Performance

The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, 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. The relative order of importance of the non-cost/price evaluation factors is the Technical Factors 1, 2, 3, and 4 are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment Factor 5. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

3. 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) Provide a completed JB-2 Supplemental Pricing Attachment for the Base period of performance.
- (iv) Offerors shall submit pricing data (Section B, JB-2 Supplemental Pricing Attachment 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 2010 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 functional level, ELIN/unit price and the total proposed 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 IGE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.
- (v) Fair and reasonableness of functional and ELIN/unit pricing and identification of unbalanced pricing. (Unbalanced pricing will be established through the application of price analysis techniques. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the Government. The Government may determine that a proposal is unacceptable if the proposed price is materially unbalanced between line items or sub-line items within a pricing period, or between the line items or sub-line items for the basic requirement and any option period.)
- (vi) Consistent pricing submitted within Section B and Section J Exhibit Line Item (ELIN) pricing.

(vii) And/or any other methodology deemed appropriate by the Contracting Officer and consistent with FAR 15.404-1.

(b) Non-cost/price Factors:

The Offeror's response to Factors that require the submission of Experience Narrative and Past Performance shall be based on the following relevancy definition:

**RELEVANT PROJECT:** Relevant projects include those that demonstrate the capability to perform services similar in size, scope, and complexity to those described in the performance work statement/specifications of the RFP with a contract value of \$5,000,000 per year or greater and shall be: 1) ongoing with at least 12 months of contract performance completed by the date of receipt of proposals, or 2) shall be completed within the last five (5) years.

**(1) Factor 1, Corporate Experience:**

(i) Solicitation Submittal Requirements: The offeror shall submit at least two (2) 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. 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 the 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 will evaluate the Offeror's demonstrated relevant experience and depth of relevant experience of the offeror as a prime contractor directly responsible to the owner; managing multiple subcontractors and coordinating with multiple stakeholders. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP.

Projects completed by the offeror or its corporate affiliates (e.g., subsidiaries, sister companies, and parent companies) in any capability other than a prime contractor will be considered unacceptable.

Projects completed by a proposed subcontractor will be considered unacceptable.

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.

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.

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.

Offerors who demonstrate projects that exceed experience requirements may be rated higher.

Offerors who demonstrate experience without relying on corporate affiliates (e.g., subsidiaries, sister companies, and parent companies) may be rated higher.

## **(2) Factor 2, Management**

(i) Solicitation Submittal Requirements: The offeror shall clearly demonstrate a feasible approach for controlling and managing the entire project, including the interface between the major functional areas and sub-annexes, and the offeror's general management and administration structure. For organizational purposes, address the requested information in the following format below.

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

b. Quality Management System. Provide a summary QMS Program, as described in Section C 0200000, 2.6.7 Management and Administration Quality Management Systems (QMS), that demonstrates the processes (practices, resources, and activities) and minimum controls that will be used to ensure full compliance with all management and administration requirements, performance objectives, and standards throughout the performance work statement. Limit the QMS submission to five (5) pages.

c. Scheduling. Provide the methodology used (i.e. management indicators) to determine if/when there is a need to adjust the recurring work schedule. Describe scheduling procedures that will minimize interference with normal occurrence of Government business and the flexibility to adjust schedules to allow for access outside regular working hours and the flexibility to adjust to workload fluctuations. Describe procedures to manage foreseeable fluctuations in workload, for handling workload surges for IDIQ orders and natural disasters that could occur.

d. Phase-In and Phase-Out Plans. Provide an approach to each phase-in and phase-out plan. The phase-in plan is limited to no more than 30 calendar days. The plans shall include: 1) a schedule for all key events; 2) personnel actions and responsibilities regarding employees at all levels; acquisition, delivery, storage, inventory and disposal of equipment, working stock, and materials (to include inbound items as applicable).

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

(ii) Basis of Evaluation: Factor 2 will be evaluated as an overall factor with no sub factors. The Government will evaluate the management approach considering the extent to which the Offeror demonstrates a clear understanding of the requirements of the project. The Government will evaluate the effectiveness of the approach to determine the likelihood that the work will be performed in accordance with the requirements of the RFP.

The degree to which the offeror demonstrates a management plan that demonstrates an effective and resource efficient approach to management of their workforce; labor; quality management; scheduling; phase-in and phase-out plans; and energy management will be evaluated. The Government will evaluate the offeror's Energy Management approach to ensure the proposal demonstrates a culture of conservation, use of technology, and influence over operations to reduce energy consumption to include use of FEMP listed products.

### (3) Factor 3, Technical Approach

#### (i) Solicitation Submittal Requirements:

- a. Describe staffing levels for each annex and sub-annex listed below.

Provide a completed Attachment JB1 for the total effort to include the prime contractor and all subcontractors for the Base Period. Attachment JB1 FTE is provided under file name N6945016R2123JB1FTE.xls. In summary, provide the rationale for Basis of Estimate (BOE) for each specification item listed in Section J Attachment JB1 FTE. BOE shall include labor classification; annual hours; FTEs; state the estimate data source(s) (such as, RS Means Facilities Maintenance & Repair Cost Data, Whitestone Building and Repair Cost Reference, etc) and methodology used to develop the estimate for performing each specification item listed in the JB1. Detailed estimate worksheets are not required.

b. The offeror shall include the methodology to be implemented to accomplish the requirements in each annex and sub-annex and detail how the proposed approach will effectively achieve each performance objective and standard across all annexes and sub-annexes. For each applicable sub-annex, the offeror's methodology shall demonstrate an approach to perform service orders, preventative maintenance program, integrated maintenance program, other recurring services program, unscheduled services, and all other spec items in the respective sub annexes. The offeror's proposed approach shall clearly demonstrate the following:

- i. The offeror's methodology for performing service on the systems for applicable sub-annexes including, but not limited to, PM and IMP requirements.
- ii. An understanding of the systems approach described in Section J. The offeror's methodology shall ensure all mechanically and electrically interlocked ancillary parts, equipment and components of the systems are included in the offeror's maintenance programs.
- iii. The offeror's methodology for providing a state-of-the-art, reliability-centered inspection, testing, maintenance and repair program to ensure systems are maintained in a fully functional condition in accordance with design parameters and OEM specifications.
- iv. A labor efficient approach that ensures best industry practices are applied to accomplish all requirements.
- v. An understanding of supply chain management necessary to ensure materials, supplies, and equipment availability meet the contractual delivery timelines.
- vi. Understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement for each of the following annexes and sub-annexes:

**Annex 15 Facilities Support**  
1502000 Facility Investment

1503010 Janitorial  
 1503020 Pest Control  
 1503030 Refuse Collection and Recycling  
 1503040 Other (Splash Park)  
 1503050 Grounds  
 1503060 Street Sweeping and Snow Removal

**Annex 16 Utilities**

1601000 Utilities Management  
 1602000 Electrical  
 1604000 Wastewater  
 1606000 Water

**Annex 17 Base Support Vehicles and Equipment**

**Annex 18 Environmental**

c. Risk Mitigation. The offeror shall identify and describe how the technical approach and contingency plans will ensure mitigation of risks involving material, shortages of material, equipment, licensing and certification of workers, working in secured areas, and any other risks expected to be encountered under the performance objectives and standards of this solicitation across all annexes and sub-annexes.

(ii) Basis of Evaluation: Factor 3 will be evaluated as an overall factor with no sub factors. The standard is met when the offeror's technical approach:

a. Demonstrates adequate staffing levels for each annex and sub-annex supported by a reasonable Basis of Estimate (BOE), a reasonable understanding of the requirements and labor quantities and skills needed to successfully perform. Offerors who fail to provide a completed Attachment JB1 for the total effort to include the prime contractor and all subcontractors for the base period will be considered unacceptable.

b. Demonstrates an approach/methodology to effectively achieve performance objectives and standards for each annex, sub-annex, and spec item that reflects the current industry and/or commercial practices, standards and procedures for each major task. The offeror's methodology clearly demonstrates an approach to performing service on the systems for applicable sub-annexes to include but not limited to, PM and IMP requirements. The approach clearly demonstrates an understanding of the systems approach described in Section J. The methodology demonstrates a state-of-the-art, reliability-centered inspection, testing, maintenance and air program that ensures systems are maintained fully functional in accordance with design parameters and OEM specifications. The methodology presents a labor efficient approach that ensures best industry practices are applied to accomplish all requirements. The approach demonstrates a satisfactory understanding of supply chain management necessary to ensure materials, supplies, and equipment availability meet contractual delivery timelines. The approach demonstrates a satisfactory understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement.

c. Demonstrates an understanding of the potential, relevant risks to be encountered during contract performance as well as an approach/contingency plan to effectively mitigate risks across all annexes and sub-annexes.

**(4) Factor 4, 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 [2013, 2014, 2015], 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. Lower EMRs may receive a more favorable rating in the evaluation.

b. OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years [2013, 2014, 2015], submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, based on the number of employees per 29 CFR 1904.31(a) in the entire company (per 29 CFR 1904.1(b)(1)); 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. Lower OSHA DART Rates may receive a more favorable rating in the evaluation.

c. Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(ii) Basis of Evaluation: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

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

b. OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

c. Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

**(5) Factor 5, Past Performance:**

(i) Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE FOR EACH PROJECT SUBMITTED IN RESPONSE TO FACTOR 1, 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 N6945016R2123-PPQ), 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, Nicole Pearson or Cari Fiebach via email at [nicole.pearson@navy.mil](mailto:nicole.pearson@navy.mil) or [cari.fiebach@navy.mil](mailto:cari.fiebach@navy.mil) prior to 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 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: This factor will be evaluated as an overall factor with no sub-factors. The Government will evaluate the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g. PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

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

## 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)