

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE 1	OF 1	PAGES 86
2. CONTRACT NO.		3. SOLICITATION NO. N6274219R1199		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 05 Jul 2019		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVFAC PACIFIC SPECIAL PROJECTS CONTR BR (ACQ22) 258 MAKALAPA DRIVE STE 100 JBPHH HI 96860-3134			CODE N62742	8. ADDRESS OFFER TO (If other than Item 7) See Item 7			CODE	
TEL:			TEL:			FAX:		
FAX:			FAX:			FAX:		

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

SOLICITATION

9. Sealed offers in original and _____ 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 30 Aug 2019
(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:	A. NAME CALL: BERNADETTE M. U. JULIAN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (808) 471-0929	C. E-MAIL ADDRESS bernadette.julian@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 260 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)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	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. ☐	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
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

TEL:	EMAIL:
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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

PARAGRAPH NO.	TITLE
A.1	GENERAL OVERVIEW OF GUAM BASE OPERATIONS SUPPORT (BOS) SERVICES CONTRACT
A.2	CONTRACT TYPE
A.3	NAICS CODE
A.4	DESCRIPTION OF WORK/PLACE OF PERFORMANCE

A.1 GENERAL OVERVIEW OF GUAM BASE OPERATIONS SUPPORT (BOS) SERVICES CONTRACT

This is a follow-on acquisition for services that are currently being satisfied under the Guam Base Operations Support Services bridge contract, N62742-19-C-1175. This acquisition will result in a Cost Plus Award Fee (CPAF) contract. This is an unrestricted, full and open competition procurement.

A.2 CONTRACT TYPE

This is a Cost Plus Award Fee (CPAF) contract. The CPAF contract provides motivation for excellence in the areas of cost, schedule, and technical performance.

A.3 NAICS CODE

The NAICS code is 561210 Facilities Support Services. The size standard associated with NAICS 561210 is \$38,500,000. This industry comprises establishments primarily engaged in providing operating staff to perform a combination of support services within a client's facilities. Establishments in this industry typically provide a combination of services, such as janitorial; maintenance; trash disposal; guard and security; mail routing reception; laundry; and related services to support operations within facilities. These establishments provide operating staff to carry out these support activities; but, are not involved with or responsible for the core business or activities of the client. Establishments providing facilities (except computer and/or data processing) operation support services and establishments operating correctional facilities (i.e., jails) on a contract or fee basis are included in this industry.

A.4 DESCRIPTION OF WORK/PLACE OF PERFORMANCE

The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Joint Region Marianas on the island of Guam under a Cost Plus Award Fee (CPAF) performance-based contract that is comprised of Recurring Work Items. JRM is comprised of various military services and other organizations within the Department of Defense. Base Operations Support may also be required for other agencies who are integral to the accomplishment of JRM's mission. Services under this acquisition include facility operations and maintenance support. The Performance Work Statement (PWS) includes the Facility Support Contract and Base Operations Support (FSC/BOS) services templates for the following Annexes/Sub-Annexes:

- Annex 1 General Information
- Annex 2 Management and Administration
- Annex 6 Port Operations
- Annex 15 Facilities Support
 - 1501000 Facility Management
 - 1502000 Facility Investment
- Annex 16 Utilities
 - 1601000 Utilities Management
 - 1602000 Electrical
 - 1604000 Wastewater
 - 1605000 Steam
 - 1606000 Water
- Annex 17 Base Support Vehicles & Equipment

Section B - Supplies or Services and Prices

SECTION B**B.1 CONTRACT LINE ITEMS (CLINS), SUBCONTRACT LINE ITEMS (SLINS) AND EXHIBIT LINE ITEMS (ELINS)**

- a. Offeror shall enter amounts for CLINs and ELINs as indicated in the schedules and any accompanying exhibits.
- b. SLIN placeholders for clients [e.g., 000101, 010101, etc.] are lines of accounting provided by each customer. This information will be inserted by the government at the time of contract award.
- c. ELINs are included in Section J, Exhibit A through L. Pricing shall be prepared for a Cost Plus Award Fee (CPAF) contract for Mobilization, the Base Period, seven (7) Option Periods, Demobilization, and a six (6) month Extension of Service Period.

B.2 CONTRACT VERBIAGE

Throughout the contract the terms Annex/Sub-Annex and Technical Specification (TS) are used interchangeably.

B.3 SCHEDULE

COST PLUS AWARD FEE SUMMARY					
<u>CLIN</u>	<u>Contract Period</u>	<u>Period of Performance</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Amount</u>
0001	PHASE-IN/MOBILIZATION - 3 (mos.)	Apr. 15, 2020 - Jul. 14, 2020			\$ -
0002	BASE - FULL PERFORMANCE - 9 (mos.)	Jul. 15, 2020 - Apr. 14, 2021			-
0003	OPTION 1 - 12 (mos.)	Apr. 15, 2021 - Apr. 14, 2022			-
0004	OPTION 2 - 12 (mos.)	Apr. 15, 2022 - Apr. 14, 2023			-
0005	OPTION 3 - 12 (mos.)	Apr. 15, 2023 - Apr. 14, 2024			-
0006	OPTION 4 - 12 (mos.)	Apr. 15, 2024 - Apr. 14, 2025			-
0007	OPTION 5 - 12 (mos.)	Apr. 15, 2025 - Apr. 14, 2026			-
0008	OPTION 6 - 12 (mos.)	Apr. 15, 2026 - Apr. 14, 2027			-
0009	OPTION 7 - 9 (mos.)	Apr. 15, 2027 - Jan. 14, 2028			-
0010	EXTENSION OF SERVICES - 6 (mos.)	Jan. 15, 2028 - Jul. 14, 2028			-
0011	DEMobilIZATION - 3 (mos.)	*To begin after Option 7 or Extension			-
TOTAL			\$ -	\$ -	\$ -

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PHASE-IN/MOBILIZATION (3 mos.) CPAF See Exhibit A, Section J, ELINS A001 - A011 Period of Performance: 15 April 2020 to 14 July 2020 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BASE - FULL PERFORMANCE (9 mos.) CPAF See Exhibit B, Section J, ELINs B001 - B011 Period of Performance: 15 July 2020 to 14 April 2021 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION 1 (12 mos.) CPAF See Exhibit C, Section J, ELINs C001 - C011 Period of Performance: 15 April 2021 to 14 April 2022 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION 2 (12 mos.) CPAF See Exhibit D, Section J, ELINs D001 - D011 Period of Performance: 15 April 2022 to 14 April 2023 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION 3 (12 mos.) CPAF See Exhibit E, Section J, ELINs E001 - E011 Period of Performance: 15 April 2023 to 14 April 2024 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	OPTION 4 (12 mos.) CPAF See Exhibit F, Section J, ELINs F001 - F011 Period of Performance: 15 April 2024 to 14 April 2025 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OPTION 5 (12 mos.) CPAF See Exhibit G, Section J, ELINs G001 - G011 Period of Performance: 15 April 2025 to 14 April 2026 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	OPTION 6 (12 mos.) CPAF See Exhibit H, Section J, ELINs H001 - H011 Period of Performance: 15 April 2026 to 14 April 2027 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	OPTION 7 (9 mos.) CPAF See Exhibit J, Section J, ELINs J001 - J011 Period of Performance: 15 April 2027 to 14 January 2028 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	EXTENSION OF SERVICES (6 mos.) CPAF See Exhibit K, Section J, ELINs K001 - K011 Period of Performance: 15 January 2028 to 14 July 2028 FOB: Destination PSC CD: S216		Each		
ESTIMATED COST BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	DEMOBILIZATION (3 mos.) CPAF See Exhibit L, Section J, ELINs L001 - L011 Period of Performance: *To begin after Option 7 or Extension FOB: Destination PSC CD: S216		Each		
ESTIMATED COST					
BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

Section C - Descriptions and Specifications

SECTION C

DESCRIPTION OF WORK

The Base Operations Support (BOS) services for JRM, Guam. Guam, the largest and southernmost island of the Marianas Archipelago, is the westernmost possession of the United States. JRM Guam plays a key role in to providing logistic and mission support to the operating forces for all U.S. military forces deployed in the Western Pacific. BOS Services are essential to the operations and maintenance of Guam and must be adaptable to JRM's ever-changing operational environment. The BOS services will include the following requirements/Annexes/Sub-Annexes:

- Annex 1 General Information
- Annex 2 Management and Administration
- Annex 6 Port Operations
- Annex 15 Facilities Support
 - 1501000 Facility Management
 - 1502000 Facility Investment
- Annex 16 Utilities
 - 1601000 Utilities Management
 - 1602000 Electrical
 - 1604000 Wastewater
 - 1605000 Steam
 - 1606000 Water
- Annex 17 Base Support Vehicles & Equipment

Section D - Packaging and Marking

SECTION DSECTION D
PACKAGING AND MARKING

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PARAGRAPH NO.	TITLE
D.1	PREPARATION FOR DELIVERY
D.2	MARKING OF SHIPMENT
D.3	CLASSIFIED MATTER

D.1 PREPARATION FOR DELIVERY

- (a) All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.
- (b) Preservation, packaging and packing shall be in accordance with ASTM Designation D3951-88, "Standard Practice for Commercial Packaging", current version.

D.2 MARKING OF SHIPMENT

- (a) The Contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage, current version.
- (b) Each shipment of material and/or data shall be clearly marked to show the following information:

MARK FOR: Contract Number _____
Item Number _____

D.3 CLASSIFIED MATTER

Classified Matter, will be packed and shipped in accordance with SECNAVINST M-5510.36, Information Security Part "9-8 Preparing Classified Information For Shipment".

Section E - Inspection and Acceptance

SECTION E

SECTION E
INSPECTION AND ACCEPTANCE

PARAGRAPH NO. TITLE

E.1	INSPECTION AND ACCEPTANCE (DESTINATION)
E.2	GOVERNMENT PERFORMANCE ASSESSMENT
E.3	PERFORMANCE EVALUATION MEETINGS

E.1 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or Alternate Contracting Officer's Representative. The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

E.2 GOVERNMENT PERFORMANCE ASSESSMENT

In accordance with FAR 52.246-5 "INSPECTION OF SERVICES-COST REIMBURSEMENT (APR 1984)" clause, paragraph (c), each phase of the services rendered under this contract is subject to government inspection during both the contractor's operations and after completion of the tasks. The Government will employ a variety of inspection methods and frequencies in order to assess the degree to which all service deliverables conform to contract performance standards. The Government may vary these inspection methods/frequencies as dictated by actual performance status. The results of all inspections will be documented and submitted to the Government Performance Assessment Board for periodic review, as set forth in the Government's Performance Assessment Plan.

The Government's Performance Assessment Plan is not a substitute for Contractor quality control. Government Performance Assessment Representatives will regularly assess deliverables for conformance to contract performance objectives and standards. If a performance inconsistency is apparent in the basic service deliverable (e.g., slightly appearance of improved grounds), inspection will then be focused on component elements of the deliverable (e.g., mowing, edging). For any non-conformances identified at this level, assessment may then include review of Contractor material representations (e.g., Quality Management System).

Performance assessments will be used as input into any Award Fee decisions, the performance documentation requirements of FAR 42.15, and to substantiate any findings of non-conforming services in accordance with FAR 52.246-5.

Government performance assessment will also address any risks associated with future service deliverables. Current performance status, process outputs, trend data, and the material representations of the Contractor's technical proposal will all be considered as necessary in determining the likelihood of achieving required performance outcomes for deliverables that are not yet completed.

In the event the Government performance assessment indicates a high risk of future non-conforming services outcomes, the Contractor will be required to take pre-emptive/corrective action. The Contractor may receive reduced/negative performance evaluations until such time as quality control is restored and performance risks are mitigated.

Any non-conforming deliverables will be identified during periodic performance assessment meetings, and form the basis for price reduction or other consideration in accordance with FAR 52.246-5. Any such adjustments will be processed by the Contracting Officer and result in a formal contract modification.

E.3 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government as often as necessary at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within 15 calendar days.

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

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services -- Cost-Reimbursement

APR 1984

Section F - Deliveries or Performance

SECTION F

PART I – CONTRACT CLAUSES

SECTION F: DELIVERY OR PERFORMANCE

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NO.	CLAUSE TITLE
F.1	TERM OF THE CONTRACT
F.2	DELIVERABLES LIST

F.1 TERM OF THE CONTRACT

The base contract term commences on April 15, 2020 and shall be for a period of 12 months (first three months for mobilization) with six (6) 12-month option periods, one (1) 9-month option period, and one (1) three-month demobilization/phase-out period. The Government has the option to extend the services for an additional six (6) months under FAR 52.217-8, Option to Extend Services (NOV 1999) in Section I.

F.2 DELIVERABLES LIST

The Deliverables List is provided in Section J, Attachment JC-1, Section F - 0200000.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	POP 15-APR-2020 TO 14-JUL-2020	N/A	FOB: Destination
0002	POP 15-JUL-2020 TO 14-APR-2021	N/A	FOB: Destination
0003	POP 15-APR-2021 TO 14-APR-2022	N/A	FOB: Destination
0004	POP 15-APR-2022 TO 14-APR-2023	N/A	FOB: Destination
0005	POP 15-APR-2023 TO 14-APR-2024	N/A	FOB: Destination
0006	POP 15-APR-2024 TO 14-APR-2025	N/A	FOB: Destination
0007	POP 15-APR-2025 TO 14-APR-2026	N/A	FOB: Destination
0008	POP 15-APR-2026 TO 14-APR-2027	N/A	FOB: Destination
0009	POP 15-APR-2027 TO 14-JAN-2028	N/A	FOB: Destination
0010	POP 15-JAN-2028 TO 14-JUL-2028	N/A	FOB: Destination
0011	* To begin after Option 7 or Extension	N/A	FOB: Destination

Section G - Contract Administration Data

SECTION G

SECTION G: CONTRACT ADMINISTRATION DATA

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G.2	CONTRACT ADMINISTRATION DATA
G.3	SUBMISSION OF VOUCHERS AND REQUIREMENTS FOR APPROVALS
G.4	NOTIFICATION REQUIRED UNDER LIMITATION OF FUNDS CLAUSE
G.5	CONTRACT AUDIT OFFICE
G.6	FINANCIAL MANAGEMENT

G.1 TECHNICAL DIRECTION

(a) As provided by the contract provision, “CONTRACTING OFFICER’S REPRESENTATIVE (COR)”, performance of work under this contract is subject to the written technical direction of the COR, who shall be specifically appointed by the Contracting Officer in writing. “Technical Direction” means a directive to the Contractor that approves approaches, solutions, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the Contractor.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:

- (1) Constitutes an assignment of additional work outside the Performance Work Statement (PWS);
 - (2) Constitutes a change as defined in the Changes clause;
 - (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract;
 - (5) Interferes with the Contractor’s rights to perform the terms and conditions of the contract, or;
 - (6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on cost or funds set forth in this contract.
- (c) All technical direction shall be issued in writing by the COR.
- (d) When, in the opinion of the Contractor, the COR or any other Government official other than the Contracting Officer, requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract or has otherwise resolved the issue.

G.2 CONTRACT ADMINISTRATION DATA

(a) IDENTIFICATION OF PROCURING CONTRACTING OFFICER AND ADMINISTRATIVE CONTRACTING OFFICER

The Procuring Contracting Officer (PCO) for this acquisition is:

Ms. Annette Chun
Naval Facilities Engineering Command, Pacific
258 Makalapa Drive, Suite 100 (ACQ2)
JBPHH, HI 96860-3134
Email: annette.chun@navy.mil

The Administrative Contracting Officer (ACO) for this acquisition is:

Naval Facilities Engineering Command, Marianas
PSC 455 Box 195
FPO AP, 96540-2937

(b) Contracting Officer's Representative (COR) for this contract will be designated prior to award by the Contracting Officer.

(c) Payment will be made by:

Defense Finance and Accounting Service
DFAS-Cleveland
Norfolk Accounts Payable
PO Box 998022
Cleveland, Ohio 44199-8022

G.3 SUBMISSION OF VOUCHERS AND REQUIREMENTS FOR APPROVALS

(a) The Contractor shall submit payment requests and receiving reports using the Wide Area Work Flow (WAWF) online system in accordance with DFARS clause 252.232-7003.

(b) Vouchers shall be submitted once a month. Costs of performance shall be segregated, accumulated and invoiced to the appropriate Accounting Classification Reference Number (ACRN) categories. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim voucher, except for adjustments to annual indirect rates, which will be ascertained at time of audit. The Contracting Officer may disallow charges older than 90 days.

Incurred costs vouchered shall be in accordance with FAR 52.216-7 ALLOWABLE COST AND PAYMENT. The public voucher shall contain a summary and at the annex/technical specification level. Billing data shall show totals for each cost element. For cost reimbursable subcontracts, subcontractor invoices must contain the same format and level of detail specified for the prime. The following minimum detail is required at the annex/technical specification level, and the contract summary level unless otherwise directed by the Contracting Officer.

(1) Contract number and voucher number (numbered sequentially from "1").

(2) Direct Labor: When requested by the Contracting Officer, make available, provide access to, or provide paper or electronic copies of regular and premium direct labor hours specifying labor category and labor hours used. Provide an alphabetical listing by employee including: a record of time worked showing the name of the individual, labor classification for function performed, hours worked, hourly rate paid and total paid to each individual. Contractor's accounting system must be able to provide timely substantiation for current labor charges, e.g. by individual daily job timesheets.

(3) Material/Subcontract/Equipment/Other Direct Costs: When requested by the Contracting Officer, provide detailed summaries for these costs. Charges are to be substantiated by either evidence of actual vendor payments or receipt of subcontractor invoice for such materials and shall include all cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits. For equipment costs, Contractor shall categorize costs by rental equipment, leased equipment (operating and capital), and Contractor-owned equipment (expensed using an equipment usage rate). Contractor shall provide an explanation of the types of equipment utilized and the amounts billed. Contractor shall provide a list summarized for each vendor that shows the vendor's name, amount billed and date paid.

(4) Indirect Costs: Identify indirect rates, application bases and amounts.

(5) Award Fee. Identify billed award fee separately.

(6) Travel and Relocation Costs: Contractor shall provide detail of current charges for each trip. Reimbursement of travel and relocation costs will be in accordance with contract terms, travel regulations, and FAR Subpart 31.2.

G.4 NOTIFICATION REQUIRED UNDER LIMITATION OF FUNDS CLAUSE

FAR 52.232-22 LIMITATION OF FUNDS, incorporated by reference in Section I, is applicable to this contract.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

NOTE: Notification requirement of LIMITATION OF FUNDS is restated here for emphasis and to provide that notification requirements shall be provided for individual funding sources.

G.5 CONTRACT AUDIT OFFICE

The contract audits will be performed by:

Defense Contract Audit Agency
(Address to be designated at time of contract award)

G.6 FINANCIAL MANAGEMENT

The Contractor shall establish a financial management program to effectively manage the contract. This program will ensure cost and workload data is current, accurate, complete, and available to authorized Government and Contractor representatives when needed.

Monthly Financial Tracking Report. At a minimum, a monthly financial tracking report shall be submitted to the Government no later than the tenth workday of the following month for the previous month's activities that includes, by annex/technical specification and fund source: (1) incurred costs (actuals and commitments), (2) funding, and (3) budget/cost variance analysis. The report shall also provide data for updating and forecasting contract fund requirements in total and at the annex/technical specification; planning and decision making on funding changes in the contract; and a time-phased budget baseline plan against which performance is measured.

Additional requirements may be identified by the ACO, with a 30-day advance notice requirement to the Contractor.

Section H - Special Contract Requirements

SECTION HSECTION H
SPECIAL REQUIREMENTS

PARAGRAPH NO.	TITLE
H.1	CONTRACTOR GENERATED AND/OR COLLECTED INFORMATION
H.2	HISTORICAL AND ARCHAEOLOGICAL RESOURCES
H.3	REQUIRED INSURANCE
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H.5	ASSOCIATE CONTRACTOR COORDINATION
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H.8	PROPOSAL PREPARATION COSTS
H.9	REIMBURSEMENT OF RELOCATION COSTS AND HOME LEAVE FOR KEY PERSONNEL
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H.1 CONTRACTOR GENERATED AND/OR COLLECTED INFORMATION

(a) Information generated and/or collected by the Contractor in the performance of this contract, in any media (e.g. electronic, paper, etc.), is considered to be Government owned and must be returned to the possession of the Government at the completion of the contract. The Government shall also have unrestricted access to this information at any time during contract performance. This shall include, but not be limited to any statements of work, performance work statements, data collected concerning facility/utility usage, data collected concerning consumption of materials and supplies, logs and records, maintenance records, inventories, databases, Standard Operating Procedures (SOP), drawings, source code and detailed system documentation.

(b) The Government shall have unrestricted access to the Contractor's management information systems (MIS) that are directly connected with management of the Guam BOS contract. The Government shall have unlimited access to G-NET, to include source code. G-NET (including source code) is owned by the Government and managed and operated by the Contractor.

H.2 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. Upon discovery, notify the Contracting Officer. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

H.3 REQUIRED INSURANCE

(a) Within fifteen (15) days after award of this contract, the Contractor shall furnish the Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amount specified below in accordance with the FAR 52.228-7, "Insurance-Liability to Third Persons (Mar 1996), in Section I. This insurance must be maintained during the entire performance period. Before commencing work on this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

COVERAGE

Comprehensive General Liability: \$500,000 per occurrence.

Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.

Workman's Compensation: As required by Federal Workers' compensation.

Employer's Liability Coverage: \$100,000, except in areas where workers' compensation may not be written by private carriers.

Marine Insurance:

Protection and Indemnity: \$2,500,000 per incident

Hull and Machinery Insurance: \$2,500,000 per incident

Pollution Exposure: \$2,500,000 per incident

(b) Above insurance coverage are to extend to Contractor personnel operating Government owned equipment and vehicles.

(c) The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

H.4 INDIRECT RATE CEILING

The indirect rates as detailed in Indirect Rates and Award Fee Rate Submission Maximum (Ceiling) Indirect Rate Ceilings, Section J, Attachment JH-1, will be incorporated into the contract and establish ceiling rates for the Contractor's indirect rate pools. Any amount incurred by the Contractor above the ceiling rate shall be unallowable unless otherwise authorized by the Contracting Officer. The ceiling rates represent the maximum indirect rates that may be charged on any effort performed under the contract. Should actual indirect rates experienced during performance of the contract be lower than those shown on Attachment JH-1, the actual rates will be charged. The Contracting Officer will consider increases to indirect rate ceilings in the following types of circumstances: changes in law/statute (e.g., fringe benefit rate increase due to change in employer Social Security rate) or contractor accounting practice changes (e.g., G&A base changed from direct labor dollars to total cost input).

H.5 ASSOCIATE CONTRACTOR COORDINATION

(a) This contract provides for BOS services to support government equipment and/or facilities managed or operated by other contractors performing on Guam. Such services to be performed include facilities maintenance and repair, refuse collection, disaster recovery, utilities, engineering support services, and environmental services. This clause is intended to ensure there will be appropriate coordination/integration of work by all contractors delivering and/or receiving Base Operations Services to ensure complete compatibility between equipment, data, and services and to prevent unnecessary delays and schedule conflicts.

(b) The contractor shall fully cooperate with other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the other work, heeding other direction which may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(c) Where the contractor and its associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly bring the matters to the attention of the contracting officer and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to perform timely or be entitled to any other adjustment because of failure of the contractor and any associate contractor to promptly refer matters to the contracting officer.

H.6 GUAM PREVAILING LABOR RATES, SERVICE CONTRACT ACT WAGE DETERMINATION

The Service Contract Act Wage Determination, Attachment JH-2, and Collective Bargaining Agreement, Attachments JH-3, included in the award of a contract will remain in effect for the duration of the base period. At the time the Contracting Officer elects to exercise an option period, an updated Service Contract Act Wage Determination will be incorporated into the contract. The updated Service Contract Act Wage Determinations will remain in effect for the life of the option period.

H.7 CONTRACTOR ACQUIRED EQUIPMENT COSTS

(a) A limited inventory of Government Furnished Equipment (GFE) is being made available for use on the contract as addressed in the Performance Work Statement (PWS), (Attachment JC-1) of certain annexes. After existing GFE becomes unavailable for further use on the contract, the contractor will be responsible for providing the necessary and appropriate replacement equipment. The responsibility for having the necessary equipment to produce and deliver the required contract services rests solely with the contractor.

(b) Because the Government will not take title to contractor furnished equipment, the accounting/billing method shall be through depreciation or a use rate of contractor provided equipment. Furthermore, the successful offeror shall not be permitted to incur costs associated with the acquisition or fabrication of any item of equipment to be

treated as fully expensed (direct item of cost) whether identified as such in its proposal or not, without prior written approval of the Contracting Officer.

(c) Depreciation charges will comply with FAR 31.205-11. In FAR 2.101, Depreciation is defined as "...a charge to current operations which distributes the cost of a tangible capital asset, less estimated residual value, over the estimated useful life of the asset in a systematic and logical manner." If equipment is leased under an operating lease (as defined by Financial Accounting Standards (FAS) No. 13), then costs will be accounted for and billed to the extent allowed under FAR 31.205-36, Rental Costs.

H.8 PROPOSAL PREPARATION COSTS

The costs for preparation of cost proposals, technical proposals and for various administrative costs applicable to all contract actions will be charged in a manner consistent with the Contractor's approved cost accounting system. Provide a description of your current or planned practices.

H.9 REIMBURSEMENT OF RELOCATION COSTS, HOME LEAVE, INCENTIVES, AND TRAVEL COSTS FOR KEY PERSONNEL

Relocation costs are costs incident to the permanent change of assigned work location (for a period of 12 months or more) of an existing employee or upon recruitment of a new employee. Government will pay relocation costs for Key Personnel positions specified in Annex 2, paragraph 2.7.1 only, provided costs are allowable in accordance with FAR 31.205-35. Government will not reimburse relocation costs (outgoing and return) for employees retaining or accepting employment with the offeror's company/segment/affiliate etc., as such costs should be borne by the receiving contract/company/segment/affiliate, etc. Government will not authorize/accept freight costs for transfer of automobiles. The household goods weight allowance shall not exceed a total of 500 pounds per authorized person. Car rental is not an allowable cost in connection with relocation of Key Personnel.

Government will not reimburse costs associated with Contractor authorized trips for Key Personnel taking "home leave." Home leave is defined as a trip to a place of residence or origin ("hometown") from which the traveler came after accepting work on Guam.

Government will pay costs for performance bonuses and incentive compensation and other costs in addition to regular wages and salaries only provided such costs are allowable in accordance with FAR 31.205-6, Compensation for Personal Services.

Government will pay travel costs for personnel on official company business only provided costs are allowable in accordance with FAR 31.205-46.

H.10 CHANGES IN FEDERAL, STATE AND LOCAL ENVIRONMENTAL LAWS AND REGULATIONS

Federal, state, and local environmental laws and regulations may change during the performance period of this contract. The Contractor is responsible for maintaining a working knowledge of these changes in order to perform all work under this contract in accordance with the applicable federal, state and local laws and regulations which are in effect at the time the work is performed.

H.11 AUTHORITY

1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.

2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.
3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:
 - a. An understanding or agreement between the Contractor and anyone other than the Contracting Officer;
 - b. A purported modification or change order issued by anyone other than the Contracting Officer;
 - c. A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or
 - d. An order, direction, consent, or permission from anyone other than the Contracting Officer to:
 - i. Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or
 - ii. Expend hours in excess of a specified level of effort.

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
52.203-17	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 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-2 Alt II	Audit and Records--Negotiation (Oct 2010) - Alternate II	AUG 2016
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
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
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
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
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate I	OCT 2009
52.216-7	Allowable Cost And Payment	AUG 2018
52.217-8	Option To Extend Services	NOV 1999
52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2019-O0003).	DEC 2018
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2018-O0018)	AUG 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016

52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
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	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-3	Patent Indemnity	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-36	Payment by Third Party	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2019
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010

52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 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	OCT 2016
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	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
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
252.225-7048	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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

- (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 14 (fourteen) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 (sixty) days 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 clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 102 months.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for

noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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

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

Employee Class Monetary Wage-Fringe Benefits

Employee Class	Monetary Wage-Fringe Benefits
Accounting Clerk, GS-03	\$13.38
Dispatcher, Motor Vehicle, GS-05	\$16.81
General Clerk, GS-01	\$10.91
General Clerk, GS-02	\$12.15
General Clerk, GS-03	\$13.38
General Clerk, GS-04	\$15.02
General Clerk, GS-05	\$16.81
General Clerk, GS-06	\$18.74
Secretary, GS-05	\$16.81
Secretary, GS-06	\$18.74
Secretary, GS-07	\$20.82
Supply Technician, GS-06	\$18.74
Computer Operator, GS-05	\$16.81
Computer Operator, GS-09	\$25.47
Computer Programmer, GS-11	\$30.82
Computer Systems Analyst, GS-09	\$25.47
Computer Systems Analyst, GS-11	\$30.82
Librarian, GS-11	\$30.82
Library Technician, GS-05	\$16.81
Engineering Technician, GS-09	\$25.47

Engineering Technician, GS-11	\$30.82
Environmental Technician, GS-07	\$20.82
Tire Repairer, WG-06	\$20.27
Upholsterer, WG-09	\$24.11
Laborer, WG-02	\$14.71
Machinist, Maintenance, WG-10	\$25.30
Painter, Maintenance, WG-10	\$25.30
Pipefitter, Maintenance, WG-10	\$25.30
Plumber, Maintenance, WG-09	\$24.11
Rigger, WG-10	\$25.30
Sheet Metal Worker, Maintenance, WG-10	\$25.30
Welder, Combin, Maint, WG-10	\$25.30
Material Coordinator, WL-05	\$20.81
Material Expediter, WG-07	\$21.58
Material Handling Laborer, WG-02	\$14.71
Forklift Operator, WG-05	\$18.92
Tools and Parts Attendant, WG-05	\$18.92
Woodcraft Worker, WG-10	\$25.30
Water Treatment Plant Operator, WG-09	\$24.11
Heavy Equipment Mech, WG-10	\$25.30
Heavy Equipment Oper, WG-10	\$25.30
Fuel Dist Sys Operator, WG-06	\$20.27
Carpenter, Maintenance, WG-09	\$24.11
Electrician, Maintenance, WG-10	\$25.30
HVAC Mechanic, WG-10	\$25.30
Instrument Mechanic, WG-10	\$25.30
Animal Caretaker, WG-04	\$17.52
Tractor Operator, WG-05	\$18.92
Bus Driver, WG-07	\$21.58
Truck Driver, Heavy, WG-08	\$22.84
Truck Driver, Light, WG-06	\$20.27
General Maintenance Worker, WG-08	\$22.84
Maintenance Trades Helper, WG-05	\$18.92
Machinery Maintenance Mech, WG-10	\$25.30
Accounting Clerk, GS-04	\$15.02
Accounting Clerk, GS-05	\$16.81
Accounting Clerk, GS-06	\$18.74
Accounting Clerk, GS-07	\$20.82
Cleaner, Vehicles, WG-02	\$14.71
Motor Vehicle Mechanic, WG-10	\$25.30
Automotive Worker, WG-08	\$22.84
Tire Repairer, WG-06	\$20.27
Motor Equipment Metal Mech, WG-10	\$25.30
Mobile Equipment Servicer, WG-06	\$20.27
Stenographer, GS-05	\$16.81
Production Control Clerk, GS-06	\$18.74
Lab Technician, GS-06	\$18.74
Warehouse Specialist, WG-05	\$18.92
Store Worker, WG-01	\$13.29
Stock Clerk, WG-04	\$17.52
Boiler Tender, WG-10	\$25.30
Stevedore, WG-07	\$21.58
Stevedore, WG-09	\$24.11

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Administrative Contracting Officer.

(End of clause)

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

Funds are not presently available for performance under this contract beyond the current fiscal year. 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 the current fiscal year, 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)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

General Services Administration
 Transportation Audit Division (QMCA)
 Crystal Plaza 4, Room 300
 2200 Crystal Drive
 Arlington, VA 22202

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

- (i) The combination of a Government-assigned type designation and an approved item name;
- (ii) Names assigned to kinds and groups of products; or
- (iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel
(see <http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm--pubs.asp>).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

- (i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and
- (ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human-readable form.

(ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsolibrary/manuals/dlm/dlm--pubs.asp>).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

- (i) Received by the Contractor;
- (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
- (iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
- (iv) Disposed of; or
- (v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

- (i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or
- (ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEC 2018)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. Summary Subcontract Report (SSR) Coordinator, as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

- (1) Protege firms which are qualified organizations employing the severely disabled; and
 - (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.
- (d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan to the ``Department of Defense."

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.

(g) Include the clause at 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, where the subcontract is expected to exceed \$700,000 (\$1.5 million for construction of any public facility) and to have further subcontracting opportunities.

(End of clause)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

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

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as ``commodities," ``software," and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) Serviceable or usable property means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcmil.mil/WBT/PCARSS/>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for--

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

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JE-1	Award Fee Plan (DRAFT)
JH-1	Indirect Rate and Award Fee Rate Ceilings
JH-2	Wage Determination (WD) No. 2015-5693 (Rev. -8)
JH-3	Collective Bargaining Agreement (CBA-2019-12614)
JL-1	Written Question Form
JL-2	Department of Defense Contract Security Classification Specification (DD FORM 254 INSTRUCTIONS)
JL-2	Department of Defense Contract Security Classification Specification (DD FORM 254)
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JL-10	Base Access Request (BAR) Cover Letter
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JL-11	Base Access Affidavit

<u>EXHIBIT NO.</u>	<u>TITLE</u>
Exhibit A-L	Exhibit Line Item Numbers (ELINS)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
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52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.223-4	Recovered Material Certification	MAY 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	DEC 2018
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

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

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

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 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.

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 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.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 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.

(xii) 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.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 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.

(xv) 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.

(xvi) 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.

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

(xx) 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

(xxiv) 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:

[Contracting Officer check as appropriate.]

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

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

(End of provision)

52.204-20 Predecessor of Offeror (JUL 2016)

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

Commercial and Government Entity (CAGE) code means--

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

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or

State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(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 FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment 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 an 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; and

(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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Whose management and daily business operations are controlled by one or more women. Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small

business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

(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.

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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

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

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

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

☐ Black American.

☐ Hispanic American.

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

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

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

☐ Individual/concern, other than one of the preceding.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-- REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked ``does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

— .

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (DEVIATION 2018-O0015) (MAY 2018)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$2 million resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[☐] (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[☐] (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[☐] (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[☐] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[☐] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

(☐) yes(☐) no

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

PARAGRAPH NO.	TITLE
L.1	TIME FOR RECEIPT OF PROPOSALS
L.2	INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING THE SOLICITATION
L.3	PRE-PROPOSAL CONFERENCE/SITE VISIT
L.4	AMENDMENTS AND NOTICES TO THE SOLICITATION
L.5	MULTIPLE AWARDS
L.6	SMALL BUSINESS SUBCONTRACTING PLAN
L.7	PROPOSAL REQUIREMENTS

L.1 TIME FOR RECEIPT OF PROPOSALS

(a) Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor encouraged.

(b) Non-Cost (Technical) and Cost Proposals shall be **received** no later than 30 August 2019 @ 2:00 p.m., Hawaii Standard Time (HST) in sealed envelopes/boxes marked in the bottom right corner "RFP N62742-19-R-1199, DO NOT OPEN IN MAILROOM."

(c) Proposals can be **mailed, delivered or hand-carried** to the following address:

Naval Facilities Engineering Command, Pacific
Special Projects Contracts Branch, ACQ22, Building 57 Contracting Officer, Annette M. Chun
258 Makalapa Drive, Suite 100
JBPHH, HI 96860-3134

Deliveries to above address will be accepted during the following hours:

Monday through Friday: 8:00 a.m. to 3:30 p.m., HST; Closed on Saturdays, Sundays, and all Federal Holidays

NOTE: Delivery addressee is located on a secured military installation that requires a pass to enter the base. Anticipate delays in obtaining a base access pass. If a base pass is desired, complete JB2 form 0-180 (Attachment JL-8) for individual(s) delivering the proposal. The original with original signature(s), shall be received no later than eleven (11) workdays prior to the visit date at the mailing address listed above. If the Government does not receive a complete Attachment JL-8 eleven workdays prior to the visit date at the mailing address listed above, it may result in the delay or denial of a pass.

(d) Proposals not received at the above address on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of FAR 52.215-1(c), "Submission, modification, revision and withdrawal of proposals."

L.2 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING THE SOLICITATION

Questions regarding the solicitation shall be submitted in writing (Written Question Form, Attachment JL-1) via electronic mail to NFPACQ2@navy.mil. Verbal queries will not be entertained. Responses to the questions will be provided in the form of a Notice and posted to the website www.neco.navy.mil and www.fbo.gov. The Government may not respond to questions submitted less than 21 calendar days before the proposal receipt due date.

L.3 PRE-PROPOSAL CONFERENCE/SITE VISIT

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on Tuesday, 23 July 2019 on Guam. The exact location of the pre-proposal conference on Guam will be determined at a later date. The purpose of the conference will be to familiarize prospective offerors with the extent and nature of the project. The Government reserves the right to limit the number of attendees per company. Registration for the conference will begin at 8:00 and the conference will commence at 9:00 a.m. Please check the websites at www.neco.navy.mil and www.fbo.gov for any updates to the conference.

Parties interested in attending the pre-proposal conference shall submit the following information to NFPACQ2@navy.mil no later than Friday, 5 July 2019 at 2:00 p.m. HST: company name, business size, point of contact, name of individuals with title, phone numbers, fax numbers, e-mail addresses.

SITE VISIT: A site visit will be held following the pre-proposal conference Tuesday, 23 – 31 July 2019 on Guam. The Government reserves the right to limit the number of attendees per company for the site visit. Transportation for the site visit will be provided, but all other expenses will be the attendee's responsibility. It is the responsibility of the offeror to arrange for meals, lodging needs and transportation to Guam. Contractors are responsible for providing their own personal protection equipment (PPE), which includes hard hats, eye protection, hearing protection, and flat covered shoes (i.e. athletic type) for the site visit. Steel toe shoes are not required for the site visit. Individuals without the proper PPE may be restricted access to certain areas.

Parties interested in attending the site visit shall submit the following information to NFPACQ2@navy.mil no later than Friday, 5 July 2019 at 2:00 p.m. HST: full name, gender, proof of citizenship, name of firm representing, position/title, social security number, complete company address, and e-mail addresses. Acceptable proof of citizenship documents include a copy of: U.S. passport, U.S. birth certificate, or U.S. Certificate of Naturalization. A driver's license is NOT an acceptable form of citizenship. Non-U.S. citizens must provide a copy of their passport. Please check the websites at www.neco.navy.mil and www.fbo.gov for any updates to the site visit.

To be prepared, site visit attendees need to fill out the following forms and submit it to the below POC's for Naval Base Guam and Andersen Air Force Base, Guam.

For Naval Base Guam (submit to NFPACQ2@navy.mil):

- 1) Complete Base Access Request (BAR) Cover Letter (Attachment JL-10).
- 2) Complete CNIC Base Access Pass Registration Form - OMB 0703-0061 (Attachment JL-10).
- 3) It is the responsibility of all interested attendees to submit their base access request forms.
- 4) Those that do not confirm their base access requests may not be able to participate.

For Andersen Air Force Base, Guam (submit to NFPACQ2@navy.mil):

- 1) Base Access List Instructions (Attachment JL-11).
- 2) Complete Base Access List (Attachment JL-11).
- 3) Complete Base Access Affidavit (Attachment JL-11).
- 4) It is the responsibility of all interested attendees to follow up and make sure NSAA base passes are processed and ready for pick up.
- 5) Those that do not confirm their base access requests may not be able to participate.

Failure to submit registration information for the pre-proposal conference and site visit by Friday, 5 July 2019 at 2:00 PM HST will preclude your firm's participation.

Offerors should be aware that no answers will be provided to verbal questions asked during the pre-proposal conference/site visit. Offerors are requested to provide any questions that they may have during the conference in writing. The form for submitting written questions during the pre-proposal conference/site visit is provided in Attachment JL-1 of the solicitation. Offerors are encouraged to submit written questions prior to the pre-proposal conference/site visit via e-mail to NFPACQ2@navy.mil. Responses to the questions will be provided in Notices on the internet at www.neco.navy.mil and www.fbo.gov. No hard copies will be sent. In addition, the pre-proposal conference presentation slides, attendee list of company affiliation and responses to questions from the pre-proposal conference and site visit will be issued as Notices and/or Amendments to the solicitation at the same internet websites within three weeks following the conference.

IMPORTANT NOTE: Remarks and explanations addressed during the conference and site visit shall not qualify or alter the terms and conditions of the solicitation. The terms and conditions of the solicitation to include the Performance Work Statement remain unchanged unless the solicitation is formally amended in writing via an Amendment.

L.4 AMENDMENTS AND NOTICES TO THE SOLICITATION

Amendments and Notices will be posted to the websites www.fbo.gov and www.neco.navy.mil. It is the offeror's responsibility to check the website periodically for any amendments to the solicitation. Changes to the solicitation and Performance Work Statement will only be made by the issuance of Amendments. Notices are for informational purposes only and will not change the solicitation or Performance Work Statement.

Note: Federal Business Opportunities (FBO) is currently scheduled to be decommissioned on 1 October 2019. FBO will be replaced with the module "Opportunities" under the single sign on environment entitled System for Award Management (SAM) currently referred to as beta.sam and located at <https://beta.sam.gov>. Beta.sam.gov will be the official U.S. government website for people who make, receive, and manage federal awards. As NAVFAC transitions from "FBO" to "Opportunities," it has been determined that NAVFAC will no longer use the website "Navy Electronic Commerce Online"(<https://neco.navy.mil>) as the storefront for posting notices to FBO.

L.5 MULTIPLE AWARDS

The Government does not intend to make multiple awards. The Government intends to issue one contract resulting from this solicitation.

L.6 SMALL BUSINESS SUBCONTRACTING PLAN (to be submitted with Volume III only)

(Reference FAR 52.219-9 Alt II and DFARS 252.219-7003)

NAVFAC's command-wide small business subcontracting targets are shown below. These may be higher or lower than percentages that would represent realistic, challenging small business subcontracting goals for this acquisition. Offerors representing as other than small businesses shall establish small business subcontracting plan goals that are consistent with their small business participation and commitment strategies submitted for evaluation under the small business utilization source selection factor in this solicitation and shall document in their subcontracting plans the basis for all proposed goals. Plans shall be submitted with initial offers.

SB	65%
SDB	15%
HUBZone SB	6%
WOSB	15%
SDVOSB	5%

Small businesses identified by name in offerors' proposals/participation and commitment strategies and considered in the evaluation shall be listed in small business subcontracting plans submitted pursuant to FAR 52.219-9 in order to facilitate compliance with 252.219-7003(e). Material discrepancies between the small business participation and commitment strategy and small business subcontracting plan (if required) shall be corrected and responses provided to questions identified.

See the Small Business Subcontracting Plan (Attachment JL-7) for format.

L.7 PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be submitted in three separate volumes. Each volume, as described below, shall be appropriately tabbed and present a clear, concise offer.

Volume I – Cost Proposal

Volume II – Non-Cost (Technical) Proposal (Factors A, B, C, D, and E)

Volume III – Non-Cost (Technical) Proposal (Factor F, Small Business Utilization)

Each Volume should be submitted in two electronic copies CDs/DVDs compatible with Windows type CPUs and Microsoft Word 2000-2016, Excel 2000-2016, and Adobe Acrobat Software. The proposal will contain the number of printed copies specified in the following pages. The CD/DVD versions shall be used primarily to locate specific items of information. Should there be a discrepancy between the paper copies and the electronic (CD/DVD) versions of the proposals, the paper copies shall govern.

Offerors will submit DD Form 254, Contract Security Classification Specification (Attachment JL-2) due to the possibility of handling classified documents.

VOLUME I – COST PROPOSAL

Submit an original and one (1) paper copy. In addition, submit two (2) CDs/DVDs with editable Excel and PDF documents of Section B and the supporting cost documentation. If submitting PDF documents, the text shall be a font of Arial, 11 point.

The cost proposal shall contain sufficient information to permit a detailed evaluation. The printed format of Volume I shall be as follows:

- Paper shall be white, 8-1/2" X 11" and have margins of 1-inch on all four sides with printing on one side only submitted in 3 D-ring binders. For charts, graphs, and spreadsheets, paper shall be no larger than 11"x17".
- Text shall be a font of Arial with a type size no smaller than 11 point and single line spacing.
- Graphic text shall be legible and no smaller than 8-point text.
- The original proposal shall be identified as "ORIGINAL" on the cover.

At a minimum, Volume I – Cost Proposal shall be provided in eight (8) parts and tabbed as follows:

- (1) Standard Form (SF) 33
- (2) Section B/CLIN & ELIN
- (3) Authorized Personnel
- (4) Representations & Certifications
- (5) Accounting/Financial Management Systems
- (6) Financial Capability
- (7) Teaming/JV/Mentor-Protégé Agreements
- (8) Supporting Cost Data

Under part (1) SF33, Offerors shall complete blocks 12 through 18.

Under part (2) Section B. Offerors shall complete Section B and accompanying exhibits from Section J of the solicitation with all Contract Line Item Numbers (CLIN) and Exhibit Line Item Numbers (ELIN). Amounts shall be rounded to the nearest dollar. Amounts will become the costs effective at contract award.

Under part (3) Authorized Personnel. Offerors shall provide name, title, email address, phone and facsimile number of the person or persons authorized to negotiate and legally bind the offeror and points of contact within the company should proposal clarifications be required. Offeror shall provide phone numbers and points of contact at the cognizant Defense Contract Management Command Office responsible for contract administration functions (e.g. DCMA Office) and the cognizant Government audit office (e.g. Defense Contract Audit Agency). If an offeror does not have such contact with DCAA or a Government audit office, it shall so indicate and explain why not.

Under part (4) Representations and Certifications. Offerors shall provide Representations and Certifications and other Statements of Offerors, Section K, DFARS Clause 252.204-7007 ALT A.

Under part (5) Accounting/Financial Management Systems. Offerors shall submit the date, results, and the reporting Government office for the most recent reviews performed of its accounting, billing, estimating, purchasing, and Government property systems. Provide a listing of information to support the Government's determination of the degree to which the offerors accounting/financial management systems are adequate and compliant with Government regulations and standards. The Government is not asking for a description of your system, but is requesting supporting information that will allow the Government to determine the status of these systems. In accordance with FAR 16.104(i) and FAR 16.301-3(a), the offeror's accounting system must be deemed adequate for the timely development of all necessary cost data and determining costs applicable to the contract prior to contract award. If submitting a proposal as a joint venture, submit the listing only for the managing member who will implement and control the systems. The offeror shall also submit documentation addressing compliance with applicable Cost Accounting Standards (CAS) requirements. Offerors shall provide points of contact with phone numbers for the cognizant DCMA/DCAA offices that can confirm the current status of these accounting/financial management systems.

Under part (6) Financial Capability. Offerors shall provide evidence of financial capability. In accordance with FAR 9.104-1 responsibility determination, a contractor must have adequate financial resources to perform the contract. Offerors shall submit the company's Dun & Bradstreet number (DUNS) and provide the latest three (3) years complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or at least by an authorized officer of the organization. In addition to the above, submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements discuss the financial responsibilities among the companies and if the Joint Venture has been in existence for less than three years, also provide the latest three years' complete fiscal year financial statements for each member of the Joint Venture.

Under part (7) Teaming/JV/Mentor-Protégé Agreements. Offerors shall submit any Teaming, Joint Ventures (JV), Limited Liability Corporation (LLC) and Mentor-Protégé (MP) arrangements. Submit the following additional documentation regarding the business entities:

A copy of the executed Teaming, JV, LLC or MP agreement.

A detailed statement outlining the following terms or percentages where appropriate:

- The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
- The management approach in terms of who will conduct, direct, supervise, control and the controlling partner's authority to obligate the entity.
- The structure and decision-making responsibilities of the team/partners/parties in terms of who will control the manner and method of performance of work.
- Percentage participation between the team/partners/parties.
- Set forth procedures to be followed in the event that the entity is dissolved due to unforeseen circumstances, such as the bankruptcy of a member. State how the financial responsibility will be maintained if one or more entities leave or default.

A list of subcontractors/partners/parties, to include company names, DUNS, and CAGE numbers, addresses, points of contact, email addresses, phone numbers and facsimile numbers.

Under part (8) Supporting Cost Data, the cost proposal shall contain a complete detailed cost breakdown for mobilization, demobilization, and each contract period by cost element, by Annex, and by Exhibit Line Item Number (ELIN) to support the Section B CLIN amounts. Typical cost elements might include, but are not limited to: direct labor; direct material; equipment; subcontract; other direct cost (ODC); overhead; general and administrative; Business Privilege Tax (BPT), and award fee. Provide supporting worksheets and narrative explanations to fully explain the basis and rationale for the proposed amounts.

The Cost Summary worksheets (Attachment JB-1) illustrate a sample format of the type of cost breakdown detail required for each contract period. Offerors are also required to submit a Cost Summary Worksheet that provides a grand total roll-up combining all contract periods including mobilization, demobilization, and six (6) month option to extend services. The cost categories shown in the Cost Summary worksheets are examples only and the Offeror should provide direct and indirect costs in accordance with its established accounting practices. Back up details for the cost breakdown worksheets should be detailed by labor classification and cost elements that can be related to the various segments of your non-cost/cost proposal. Provide tabs or dividers to organize the proposal and use cross- references as necessary to make the proposal easier to follow. **Proposals should show escalation factors, if used, how they are used to cost the submission, and shall state the basis for each of the escalation factors proposed** (if based on market index/database, provide supporting documentation to include name of the index, location/website, excerpts, NAICS code, etc.). Offerors shall submit the supporting cost data in the same format for all contract periods. **For annexes including subcontract effort in excess of \$2,000,000 annually, submit subcontractor information in the same level of detail as primecontractor.**

Additional information or requirements for individual cost elements are as follows:

a. Direct Labor and Fringe Benefits. Identify, by labor classifications, the number of full time equivalents (FTEs), labor hours, and labor rates (for prime and all subcontractors) by Annex/sub-Annex/Spec. Item (**Attachment JB-2**) for each contract period. The FTEs and labor hours shall reconcile with the information submitted under Non-cost (Technical) Proposal Factor C, Management and Factor D, Technical Approach. Provide a crosswalk/reconciliation. Identify proposed fringe benefits and labor burdens in sufficient detail to disclose all the elements included and the costs/rates proposed (e.g. FICA, FUTA, SUTA, Worker's Compensation Insurance, Health Insurance, etc.). The basis for proposed labor rates, fringe benefit rates and labor burdens must be disclosed. Provide supporting documentation and detailed calculations/formulas of any proposed Fringe Benefit rates. For items of direct cost associated with employment (i.e., incentive compensation, relocation, housing, bonus, etc.), when categorized as fringe benefits, provide a detailed explanation in your narrative that the proposed costs are in accordance with H.9 Reimbursement of Relocation Costs, Home Leave, Incentives, and Travel Costs for Key Personnel and provide a detailed cost breakdown. The Labor and Fringe Benefits Worksheet illustrates a sample format of the type of cost breakdown detail required; offerors may edit (add a column for example) in accordance with its established accounting practices. For annexes including subcontract effort in excess of \$2,000,000 annually, submit subcontractor information in the same level of detail as prime contractor. For evaluation purposes only, for non-exempt employees' labor rates, offerors shall use Attachment JH-3 (CBA effective as of 01/01/2019); and escalate wage rates by 2.8% annually.

b. Material. Offerors shall use the material costs provided in Estimated Materials Cost (Attachment JB-3) in their proposals and provide associated direct and indirect cost in accordance with its established accounting practices.

c. Equipment. A limited inventory of Government Furnished Equipment (GFE) is being made available for use on the contract as addressed in the Performance Work Statement (PWS), (Attachment JC-1) of certain annexes. After existing GFE becomes unavailable for further use on the contract, the contractor will be responsible for providing the necessary and appropriate replacement equipment. The responsibility for having the necessary equipment to produce and deliver the required contract services rests solely with the contractor. Offerors are required to provide for all the equipment necessary to perform the requirements of the contract. Because the Government will not take title to contractor furnished equipment, the accounting/billing method shall be through depreciation or a use rate of contractor provided equipment. Furthermore, the successful offeror shall not be permitted to incur costs associated with the

acquisition or fabrication of any item of equipment to be treated as fully expensed (direct item of cost) whether identified as such in its proposal or not, without prior written approval of the Contracting Officer. Proposals shall identify equipment cost by Annex/sub Annex/Spec. Item. Prepare an itemized listing identifying the type of equipment, quantity, year of purchase (if appropriate), method of costing/reimbursement and resulting unit costs. Details and pricing support shall distinguish between contractor owned equipment, leased or rental costs. Depreciation charges will comply with FAR 31.205-11. In FAR 2.101, Depreciation is defined as "...a charge to current operations which distributes the cost of a tangible capital asset, less estimated residual value, over the estimated useful life of the asset in a systematic and logical manner." If equipment is leased under an operating lease (as defined by Financial Accounting Standards (FAS) No. 13), then costs will be accounted for and billed to the extent allowed under FAR 31.205-36, Rental Costs.

d. Subcontracts. Provide a description of the efforts to be subcontracted and the type, fixed price or cost reimbursable. Offerors are required to review subcontractor prices/costs and shall include the results of these analyses in the cost proposal in accordance with FAR 15.404-3(b). For subcontracts in excess of \$2,000,000 per year, provide a schedule detailing the proposed amounts by element (labor, materials, equipment, etc.) in the same level of detail as requested for the prime contractor. The indirect rate ceiling provisions (see Part 8f) apply to proposed cost-reimbursable subcontractors and the applicable ceiling rates will be included in the contract resulting from this solicitation. Ensure that any cost-reimbursement subcontracts are proposed in accordance and comply with FAR 52.244-2 Subcontracts, specifically FAR 52.244-2 Alt 1 (c).

e. Other Direct Costs (ODC). Provide an itemized listing of cost elements you categorize as ODC and basis for pricing. If categorizing proposed relocation, travel, incentive compensation, and other similar costs as ODC, provide a detailed explanation in your narrative that the proposed costs are in accordance with H.9 Reimbursement of Relocation Costs, Home Leave, Incentives, and Travel Costs for Key Personnel and provide a detailed cost breakdown.

f. Indirect Costs (Fringe Benefits, Overhead, G&A, etc.). Provide a table that summarizes all indirect rates, by contract period, utilized in pricing the proposal. Provide a narrative explanation of the application base that each indirect rate is applied to. Provide the basis and supporting documentation for each rate. Include copies of any Forward Pricing Rate Agreements with the Government. For Joint Venture arrangements with no historical data, describe the nature of the indirect/support costs anticipated and the basis for estimate. For cost control, the Government establish maximum or ceiling rates for each separate indirect rate category. For JVs, the Government is seeking to establish maximum, or ceiling rates, for the JV entity as well as the partners comprising the JV. Offerors shall identify its proposed ceiling rates applicable to the various contract periods in **Attachment JH-1, Indirect Rates and Award Fee Rate Submission Maximum (Ceiling) Indirect Rate Ceilings**.

g. Award Fee and Guam Business Privilege Tax (BPT)

Award Fee Available Pool. The maximum available award fee pool shall be established by multiplying the total allowable estimated contract costs excluding BPT by the Offeror's proposed percentage. Provide information identifying the award fee percentage and the base the percentage is applied to. The Proposed Award Fee Percentage shall be effective for the mob/base period and all subsequent option periods. The Award Fee Percentage shall remain constant and shall not fluctuate from option period to option period.

BPT. Offerors shall apply 5% Guam BPT to Estimated Costs plus Award Fee.

VOLUMES II & III – NON-COST (TECHNICAL) PROPOSAL

A. Volumes II & III are a maximum of five hundred thirty (530) pages. Below is the summary breakdown of page limits by factor:

Volume II:

- (a) Factor A, Past Performance* – See Factor A for project details.
- (b) Factor B, Corporate Experience – The maximum is fifteen (15) pages.
- (c) Factor C, Management – The maximum is seventy-five (75) pages.

- (d) Factor D, Technical Approach*
- (e) Factor E, Safety – The maximum is five (5) pages.

* The maximum page limit for Factors A and D combined are 400 pages.

Volume III:

Factor F, Small Business Utilization – The maximum is thirty-five (35) pages. **(Include in Volume III, L.6. Small Business Subcontracting Plan)**

B. Volume II: Submit an original and nine (9) paper copies and two (2) CDs/DVDs (bookmark all sections the same as the tabs in the paper copies). At a minimum, Volume II shall be tabbed by major factor (e.g., Factor A, B, C, D and E).

C. Volume III: Submit an original and one (1) paper copy and one (1) CD/DVD (bookmark all sections the same as the tabs in the paper copies).

The printed format of Volumes II & III should be as follows:

- (1) Offerors are strongly encouraged to limit the information submitted to pertinent information that responds to the technical evaluation factors.
- (2) Paper shall be white, 8-1/2" X 11" and have margins of 1-inch on all four sides with printing on one side only submitted in 3 D-ring binders. For charts, graphs, and spreadsheets, paper shall be 11" x 17".
- (3) Text shall be a font of Arial with a type size no smaller than 11 point and single line spacing.
- (4) Graphic text shall be legible and no smaller than 8 point text.
- (5) Binder covers and spine inserts shall contain the following:
 - (a) Solicitation Number and Title
 - (b) Offeror's Name
 - (c) Volume Title: Technical Proposal, Volume II or III and if applicable, Book 1 of two, etc.
- (6) The original proposal shall be identified as "ORIGINAL" on the cover.

Each Non-Cost (Technical) proposal shall be precise, detailed and complete. The Offeror shall provide a narrative description in sufficient detail that addresses each of the following Non-Cost (Technical) factors:

Factor A, Past Performance:

The Offeror and team members (e.g., subcontractors, JV partners, Mentor Protégé Partners, etc.) can demonstrate past performance by submitting a maximum combined total of ten (10) recent relevant single-function or multi-function projects. Of the ten (10) projects, the Offeror must submit a minimum of three (3) multi-function projects with a value of \$20 million or more per year. Single-function projects must have a value of \$4 million or more per year. All projects must have been performed within the last five (5) years from the issuance date of the solicitation.

The projects should demonstrate an Offeror's ability to successfully perform the proposed effort and demonstrate relevant experience similar in size, scope and complexity to the work anticipated under this contract. Only submit projects in which the Offeror, or a primary team member(s) or a subcontractor(s) (see Notes for Factor A and B, paragraphs 6 and 7) was the prime contractor. If the Offeror submits more than ten (10) projects for evaluation, the Government will evaluate the first ten (10) and disregard any other project information. Also, as part of its past performance submission, the Offeror should provide a narrative explanation of any past performance problems that may have developed on those projects submitted for Factor A and corrective action taken. This narrative will be page counted and should be included after the past performance questionnaire.

IF BOTH FINAL AND INTERIM CPARS EVALUATIONS ARE AVAILABLE, THEY SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE ARE NO COMPLETED CPARS EVALUATIONS, the Past Performance Questionnaire (PPQ)(Attachment JL-3) 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 A, Past Performance. 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. PPQs should be signed and dated by the client when submitted. 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 JL-3), which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information requested. 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, Kathy Pamplona-Rita, via email at NFPACQ2@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also, include a one (1) page list of awards received on projects submitted under Factor A, such as award fee determinations, customer letters of commendation, and any other forms of performance recognition. Actual certificates or proof will be requested if deemed necessary.

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 Contract Performance Assessment Reporting System (CPARS) using all CAGE/Entity Identifier numbers of team members (partnership, joint venture, or teaming arrangement) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror. The Government will determine the relevance of the past performance information received on other projects, as well as consider the source, context and currency of such information in its evaluation. 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.

Notes for Factors A and B:

(1) The distinction between "corporate experience" and "past performance" is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance relates to how well a contractor has performed.

(2) Definition of "recent relevant project" is as follows:

In order to be considered recent, a project must have involved work performed within the five (5) years from the issuance date of the solicitation.

The ratings in the following table shall be used to determine relevancy:

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

In general, relevant means sufficiently similar to the current acquisition to provide indicators of expected performance. For example, relevancy may be established by: similar product or service type, product or service complexity, contract type, contract dollar value, contract location, and the extent to which the entity performing the work is the same as the entity that will do the work under this solicitation.

For multi-function projects to be considered somewhat relevant, each project shall demonstrate past performance in a minimum of any two of the following Annexes:

Annex 6	Port Operations
Annex 15	Facilities Support (1501000 Facilities Management or 1502000 Facilities Investment)
Annex 16	Utilities (1601000 Utilities Management or 1602000 Electrical or 1604000 Wastewater or 1605000 Steam or 1606000 Water)
Annex 17	Base Support Vehicles & Equipment

(3) Evaluation preference will be given for demonstration of favorable past performance and experience on cost-type multi-function support service contracts (similar product or service type).

(4) “Projects” must be stand-alone contracts or task orders, performed within the past five (5) years from issuance date of the solicitation, which demonstrate its ability to perform the proposed effort. The submission of information on a basic IDIQ contract will not be considered. The offeror must demonstrate in its proposal how a project is relevant to this acquisition.

(5) The term “offeror” typically refers to a single corporation submitting a proposal either as a prime contractor or a joint venture composed of multiple organizations submitting a proposal as joint-venture partners. “Offeror” may refer to other legal entities such as joint ventures (JV), Limited Partnerships (LTD), and Limited Liability Companies (LLC). In its evaluation of past performance and experience, the Government’s evaluation will generally focus on the entities submitting the proposal (single-corporation, individual joint venture partners, the LTD or the LLC).

(6) A subcontractor’s past performance will not be given the same weight as either a prime contractor or a joint venture partner because there is no direct legal relationship between the Government and the subcontractor. The Government will consider the past performance of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement, which creates legal responsibility on the part of the subcontractor. The teaming agreement or other contractual agreements shall, at a minimum (1) be signed by the offeror and subcontractor, (2) specifically reference this solicitation/contract, and (3) specify the work to be performed by the subcontractor such that it is clear that the subcontractor will be meaningfully involved in this contract in a role that is consistent with the subcontractor’s role in the project submitted. However, the level of consideration will depend on the extent to which the proposal demonstrates the subcontractor’s commitment to the project and legal accountability. The Government will not consider the experience of a subcontractor for Factor B, Corporate Experience.

(7) If an Offeror is utilizing past performance or corporate experience information of LLC/LTD member companies (name not exactly as stated on the SF33), the proposal shall clearly demonstrate that the LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the past performance or corporate experience information of the LLC/LTD member companies to be considered. The proposal shall state the specific resources (e.g., workforce, management, facilities, or other resources) that the LLC/LTD member companies will commit towards the performance of this contract. Prime contractor-subcontractor teams/Joint Ventures/LLCs/LTDs with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.

Factor B, Corporate Experience

The projects submitted for Factor B, Corporate Experience, must also be submitted for Factor A, Past Performance. Offerors shall submit a maximum combined total of five (5) recent relevant single-function or multi-function projects that demonstrate their ability to successfully perform the proposed effort. Of the five (5) projects, the Offeror shall submit a minimum of three (3) recent relevant multi-function projects with a value of \$20 million or more per year. Single-function projects must have a value of \$4 million or more per year. All projects must have been performed within the last five (5) years from the issuance date of the solicitation. If the offeror submits more than five (5) projects for evaluation, the Government will evaluate the first five (5) and disregard any other project information. Offerors shall provide a narrative regarding their recent relevant corporate experience, on projects covered under the Guam BOS Annexes/Sub-Annexes that demonstrate (1) depth (extent of experience in each Annex/Sub-Annex); (2) breadth (expertise across all Annexes/Sub-Annexes); and (3) multi-function management (experience managing/coordinating work across multiple Annexes/Sub-Annexes). Offerors shall also complete worksheet JL-9, Corporate Experience Worksheet, to demonstrate the depth and breadth of their experience.

The offeror's submitted projects must aggregately demonstrate experience self-performing or managing subcontractors in the following Annexes/Sub-Annexes:

- Annex 1 General Information
- Annex 2 Management and Administration
- Annex 6 Port Operations
- Annex 15 Facilities Support
 - 1501000 Facility Management
 - 1502000 Facility Investment
- Annex 16 Utilities
 - 1601000 Utilities Management
 - 1602000 Electrical
 - 1604000 Wastewater
 - 1605000 Steam
 - 1606000 Water
- Annex 17 Base Support Vehicles & Equipment

Notes for Factors A and B shall apply.

Factor C, Management

The offeror shall submit a detailed management plan that clearly demonstrates an adequate approach for (1) controlling and managing the entire project, and (2) the offeror's general management and administration structure. For organizational purposes, the management plan shall address the requested information in the following format:

WORKFORCE MANAGEMENT. (1) Submit a plan to organize, recruit and retain, manage, and supervise workforce personnel to accomplish the requirements of this contract. (2) Submit an organization chart identifying all management and key personnel that will be used to perform this contract, including the lines of management authority and supervision. The organization chart shall illustrate span of control and accountability, including the relationship between overall management (corporate and on-site), administrative functions, and subcontractors. (3) Provide a completed Resource Worksheet (JL-4) for the total effort to include the prime contractor and all

subcontractors for the base period. The JL-4 shall be submitted in hard copy and MS EXCEL (Microsoft Office Version 2016 compatible) in the format provided.

QUALITY MANAGEMENT SYSTEM. Provide a Quality Management (QM) Plan (i.e. the quality processes, practices, resources, and activities) and minimum controls that will be used to ensure full compliance with all performance objectives and standards as described in Section C 0200000 Management and Administration. Describe the responsibilities and lines of authority of all quality management personnel. Describe the methods to be used to document, measure, control, and improve the quality processes. Describe the plan for training employees in quality management. The Quality Management Plan shall describe the processes that will be used to ensure satisfactory performance of subcontractors. Limit the Quality Management System submission to ten (10) pages.

SCHEDULING. Describe scheduling procedures to manage potential fluctuations in workload, including the flexibility to accommodate surges for (1) non-recurring work, and (2) natural disasters.

MOBILIZATION AND DEMOBILIZATION. Provide an approach to mobilization and demobilization. The mobilization and demobilization periods are limited to no more than 90 calendar days each. Both plans shall address all key events including the timeframes for: (1) obtaining and releasing qualified workforce and key personnel; (2) determining the responsibilities regarding employees at all levels; (3) personnel dates of employment during mobilization and demobilization; and (4) plans addressing the acquisition, delivery, storage, inventory, and disposal of equipment and materials.

Provide resumes and letters of intent for the following key personnel:

Annex 0200000 – Management and Administration

- 2.7.1.1 Project Manager
- 2.7.1.2 Quality Manager
- 2.7.1.3 Site Safety and Health Officer (SSHO)
- 2.7.1.4 Environmental/Energy Manager

Annex 160100 – Utilities Management

- 2.2.1.1 Utilities manager
- 2.2.2.2 Utilities Liaison

Annex 1602000 - Electrical

- 2.2.2.1 Power Systems Manager
- 2.2.2.2 Power Systems Supervisor

Annex 1604000 - Wastewater

- 2.2.2.1 Wastewater Systems Manager
- 2.2.2.2 Wastewater Systems Supervisor

Annex 1605000 - Steam

- 2.2.2.1 Steam Manager
- 2.2.2.2 Steam Supervisor

Annex 1606000 - Water

- 2.2.2.1 Water Systems Manager
- 2.2.2.2 Water Systems Supervisor
- 2.2.2.3 Backflow Prevention Assembly General Tester and Specialist

Annex 1700000 – Base Support Vehicles and Equipment

- 2.2.2.1 Transportation Program Manager

Factor D, Technical Approach

Provide a completed Attachment JL-4 for the total effort to include the prime contractor and all subcontractors for the base period. Describe staffing levels for each annex listed below. The JL-4 shall be submitted in hard copy and MS EXCEL (Microsoft Office Version 2016 compatible) in the format provided.

Provide a Basis of Estimate (BOE) for each specification item listed in Attachment JL-4. The narrative shall include labor classification, annual direct and indirect labor hours, the estimate data source(s) (such as RS Means Facilities

Maintenance & Repair Cost Data, Whitestone Building and Repair Cost Reference, etc.), and the methodology used to develop the estimate for each specification item.

The offeror shall include the methodology to accomplish the requirements in each Annex/Sub-Annex, and Spec. Item listed in Attachment JL-4. Explain how the proposed approach will effectively achieve each performance objective and standard across all Annexes/Sub-Annexes, and Spec. Items, listed in Attachment JL-4 and describe associated supply chain management. The methodology shall clearly demonstrate a resource efficient approach that utilizes best industry practices and demonstrates an understanding of applicable statutes, regulations, policies, procedures, and processes for each of the following Annexes/Sub-Annexes:

- Annex 1 General Information
- Annex 2 Management and Administration
- Annex 6 Port Operations
- Annex 15 Facilities Support
 - 1501000 Facility Management
 - 1502000 Facility Investment
- Annex 16 Utilities
 - 1601000 Utilities Management
 - 1602000 Electrical
 - 1604000 Wastewater
 - 1605000 Steam
 - 1606000 Water
- Annex 17 Base Support Vehicles & Equipment

RISK MITIGATION. The offeror shall identify and describe how the technical approach will mitigate risks involving material, equipment, licensing and certification of workers, working in secured areas, surge, and contingency.

Factor E, Safety

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, DART and TRC Rates shall not be submitted for subcontractors.)

Experience Modification Rate (EMR): Include three (3) previous complete calendar years' (2016, 2017, 2018) worth of data. This rate compares company's annual losses in insurance claims against its policy premiums. The offeror may submit an insurance company-provided equivalent rate if no EMR exists. If the offeror has no EMR or premium, for any year, affirmatively state so and explain why. Any extenuating circumstances that affect the EMR and negative trends should be addressed as part of the factor submission.

OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate and Total Recordable Case (TRC) Rate: Submit three previous complete calendar years' (2016, 2017, 2018) worth of data. If an offeror cannot submit an OSHA DART and TRC rate, for any year, affirmatively state so and an explanation must be provided. Any extenuating circumstances that affected the OSHA, DART, and TRC rate data negatively must be addressed as part of this factor submission.

Technical Approach for Safety: Describe the plan for safety that will be implemented to evaluate safety performance of potential subcontractors as part of the selection process for all levels of subcontractors. The offeror shall submit a narrative that fully describes the safety management system that they will use to oversee the safety compliance and performance of self-performed and subcontractor-performed work. The offeror will describe any innovative methods that will be employed to ensure and monitor safe work practices at self-performed and/or all subcontractor levels. Additionally, the contractor will describe their methodology to execute an effective program that facilitates sound mishap prevention techniques and processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps. The technical approach to safety narrative shall be limited to two (2) pages.

Factor F, Small Business Utilization

This Factor assesses both the historical achievements in utilizing small business concerns as subcontractors and proposed small business participation and commitment strategies.

The offeror shall submit the following information:

1. Achievements: All offerors shall provide a narrative (limited to two pages) to describe their achievements in supporting the Government's policy to provide maximum practicable opportunities for small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), historically underutilized business zone (HUBZone) small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns to participate as subcontractors consistent with efficient contract performance. In support of narrative submissions:

a. All offerors shall submit small business subcontracting information associated with each project cited under the Corporate Experience Factor in the format provided in Attachment JL-5, Small Business Subcontracting Record.

b. Offerors representing as other than small businesses shall also provide copies of the most current individual subcontracting reports (ISRs) associated with each project cited under the Corporate Experience Factor if a small business subcontracting plan was required by the contract. If such projects were completed under specific task orders, provide ISRs for the overall contract. For cited projects with state and local government agencies, provide similar subcontracting performance reports if required by the contracts. When not specifically addressed in the ISR or similar report, offerors shall provide explanations for all instances of failures to meet dollar or percentage goals in individual subcontracting plans.

Notes:

The Government reserves the right to consider achievements information on other recent, relevant projects from all available sources.

Offerors utilizing achievements information of team members or key subcontractors shall clearly demonstrate how these companies will have meaningful involvement in the management of the subcontracting program for this acquisition. If not, such achievement information will not be considered under this factor. If the offeror is a new joint venture, partnership or other entity consisting of more than one company, provide achievements information for each individual business entity(ies) that will be responsible for managing the subcontracting program and clearly describe those responsibilities.

Failure to provide ISRs or any other requested information must be fully explained and may negatively impact your evaluation.

2. Small Business Participation and Commitment: All offerors shall submit a small business participation and commitment strategy including all data elements shown in Attachment JL-6, Small Business Participation and Commitment Strategy.

a. Identify in terms of dollar value and percentage of the total acquisition the extent of work the offeror will self-perform as the prime contractor. If submitting an offer as a joint venture, identify the percentage of work each member will be responsible for and indicate the size status of each member (e.g. small business, woman-owned small business, other than small business).

b. Include supplemental narratives (limited to five pages) to address other elements of the offeror's strategy such as binding agreements covering post award roles for execution of the contract and specific initiatives and tools that will be employed under the contract to enhance small businesses opportunities to both participate in this acquisition and build capabilities to support future NAVFAC acquisitions.

c. The anticipated prime and first tier overall small business participation rate for this acquisition (i.e. work to be performed by small businesses as the prime and/or subcontractors) is 20% of the contract value. Offerors are encouraged to exceed this percentage and seek meaningful levels of participation in each of the small business socioeconomic programs listed in Attachment JL-6 consistent with efficient contract performance. Offerors shall explain in their participation and commitment strategies how proposed participation rates were established. The small business participation and commitment strategy must be in agreement with any required small business subcontracting plan and will be made a part of the contract upon award.

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.

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2017) -OCT 1997	
	Alternate I	
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

(Insert complete address)

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

PARAGRAPH NO.	TITLE
M.1	SELECTION FACTORS/BEST VALUE SECTION
M.2	COMPETITIVE RANGE
M.3	ENFORCEABILITY OF PROPOSALS

M.1. SELECTION FACTORS/BEST VALUE SELECTION

A. Selection Factors/Best Value Selection

1. Best value selection shall be made to the responsible Offeror whose proposal, conforming to the solicitation, represents the best value and is the most advantageous to the Government, cost and non-cost (technical) factors considered. The Government shall select the best value offer whose proposed approach provides a high degree of confidence that the contractor is capable of meeting or exceeding the performance objectives and standards at a realistic and reasonable cost to the Government. Award may be made to other than the lowest priced proposal or other than the highest technically rated proposal. Business judgments and tradeoffs may be used to determine the proposal offering the “best value.” Business judgments and tradeoffs shall be documented; however, the documentation need not quantify the tradeoffs that led to the best value decision. Proposals that are unrealistic in terms of technical or schedule commitments may be considered lacking in technical competence or comprehension of the complexity and risks of the contract requirements.

2. The Government reserves the right to eliminate from consideration for award any or all proposals 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, cost and other factors considered.

3. 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 Government 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 Government 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.

4. 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 proposal or other than the highest technically rated proposal.

B. Relative Importance of Non-Cost (Technical)/Price Evaluation Factors

1. All non-cost (technical) factors (Factors B, C, D, E and F) when combined are of equal importance to the past performance confidence assessment (Factor A); and all non-cost (technical) factors and the performance confidence assessment (past performance) rating, when combined are significantly more important than cost.

C. Cost Evaluation Factors

1. Cost proposals will not be assigned an adjectival rating but shall be evaluated for completeness, cost reasonableness, and cost realism. Proposal’s cost for evaluation purposes shall be Mobilization/Demobilization/Base/Service Extension and all Option Periods. The following will be evaluated:

a. Completeness: All information/data required by the RFP has been submitted, tracks to the PWS requirements and supports the proposal.

b. Cost Reasonableness: Costs are fully justified and supported and are considered fair under current market conditions and reasonable to the government. Reasonableness may also be determined by comparison with the Government Estimate, and/or other proposals received.

c. Cost Realism: Cost Realism will be evaluated based on the cost information provided in support of the proposed costs to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; are consistent with the various elements of the Offerors Non-Cost (Technical) proposal; and are neither excessive nor insufficient for the effort to be accomplished.

2. Equipment. Because the Government will not take title to contractor furnished equipment, the accounting/billing method shall be through depreciation or a use rate of contractor provided equipment.

3. Unrealistically low (or high) proposed costs or costs unbalanced between the various option years, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement, or has made an unrealistic proposal.

4. The cost proposal volume will also be evaluated to ensure the completion of the representations and certifications in Section K of the RFP and the inclusion and submission of other information required.

5. The Offeror will be evaluated to determine which Contractor Business Systems are sufficiently adequate and compliant with government regulations and standards. Contractor Business Systems are approved by cognizant contract administration offices such as the Defense Contract Management Agency (DCMA) or the Defense Contract Audit Agency (DCAA). The Offeror's demonstrated ability to maintain government approved systems in the following areas will be evaluated: accounting, estimating, purchasing, government property, Cost Accounting Standards (CAS) disclosure statements, and its demonstrated ability to maintain CAS compliant status.

6. The Offeror will be evaluated to ensure that they have the financial capability to perform the contract given the magnitude of the proposed work.

7. The proposed indirect rate ceilings will be reviewed for reasonableness and the degree to which it accomplishes the Government's desire to control costs.

8. The Government will not accept any assumptions in the Offeror's cost proposal.

D. Non-Cost (Technical) Evaluation Factors:

Factor A, Past Performance

The Government will evaluate how well the Offeror performed on recent relevant projects submitted under Factor A, Past Performance, and on other recent relevant contracts. The Government will evaluate the relevancy and overall quality of the Offeror's past performance and how well the Offeror performed on the recent relevant projects. The past performance evaluation does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from other sources on how well the Offeror performed on those contracts.

The Government will evaluate the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g. CPARS or PPQ (Attachment JL-3), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and information obtained from any other source) reflect a general trend of satisfactory performance in areas that will assist the Government in determining whether an Offeror will successfully perform the required effort such as:

- Technical/Quality of Product or Service
- Schedule/Timeliness of Performance or Delivery
- Cost Control and Management
- Management and/or Business Relations
- Small Business Subcontracting
- Regulations Compliance
- Safety and Security

In the case of an Offeror without a record of recent relevant past performance or for whom information on past contract performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance in accordance with FAR 15.305(a)(2)(iv). In this case, the Offeror's past performance is unknown and

will be assigned a confidence rating of “Neutral.” However, an Offeror with favorable recent relevant past performance may be considered more favorably than an Offeror with no past performance information.

Notes for Factors A and B:

(1) The distinction between “corporate experience” and “past performance” is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance relates to how well a contractor has performed.

(2) Definition of “recent relevant project” is as follows:

In order to be considered recent, a project must have involved work performed within the five (5) years from the issuance date of the solicitation.

In general, relevant means sufficiently similar to the current acquisition to provide indicators of expected performance. For example, relevancy may be established by: similar product or service type, product or service complexity, contract type, contract dollar value, contract location, and the extent to which the entity performing the work is the same as the entity that will do the work under this solicitation.

For multi-function projects to be considered somewhat relevant, each project shall demonstrate past performance in a minimum of two of the following Annexes:

Annex 6	Port Operations
Annex 15	Facilities Support (1501000 Facilities Management or 1502000 Facilities Investment)
Annex 16	Utilities (1601000 Utilities Management or 1602000 Electrical or 1604000 Wastewater or 1605000 Steam or 1606000 Water)
Annex 17	Base Support Vehicles & Equipment

(3) Evaluation preference will be given for demonstration of favorable past performance and experience on cost-type multi-function support service contracts (similar product or service type).

(4) Projects must be stand-alone contracts or task orders, performed within the past five (5) years from issuance date of the solicitation, which demonstrate its ability to perform the proposed effort. The submission of information on a basic IDIQ contract will not be considered. The offeror must demonstrate in its proposal how a project is relevant to this acquisition.

(5) The term “offeror” typically refers to a single corporation submitting a proposal either as a prime contractor or a joint venture composed of multiple organizations submitting a proposal as joint-venture partners. “Offeror” may refer to other legal entities such as joint ventures (JV), Limited Partnerships (LTD), and Limited Liability Companies (LLC). In its evaluation of past performance and experience, the Government’s evaluation will generally focus on the entities submitting the proposal (single-corporation, individual joint venture partners, the LTD or the LLC).

(6) A subcontractor’s past performance will not be given the same weight as either a prime contractor or a joint venture partner because there is no direct legal relationship between the Government and the subcontractor. The Government will consider the past performance of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement, which creates legal responsibility on the part of the subcontractor. The teaming agreement or other contractual agreements shall, at a minimum (1) be signed by the offeror and subcontractor, (2) specifically reference this solicitation/contract, and (3) specify the work to be performed by the subcontractor such that it is clear that the subcontractor will be meaningfully involved in this contract in a role that is consistent with the subcontractor’s role in the project submitted. However, the level of consideration will depend on the extent to which the proposal demonstrates the subcontractor's commitment to the project and legal accountability.

(7) If an Offeror is utilizing past performance or corporate experience information of LLC/LTD member companies (name not exactly as stated on the SF33), the proposal shall clearly demonstrate that the LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the past performance or corporate experience information of the LLC/LTD member companies to be considered. The proposal shall state the specific resources (e.g., workforce, management, facilities, or other resources) that the LLC/LTD member companies will commit towards the performance of this contract. Prime contractor-subcontractor teams/Joint Ventures/LLCs/LTDs with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.

Factor B, Corporate Experience

The proposal must completely address all submission requirements in Section L, Factor B. Offerors will be evaluated on recent relevant experience performed by the Offeror to determine indicators of expected performance. The Government will take into consideration the complexity and quantity of experiences.

Evaluation of corporate experience as listed in Attachment JL-9, will consider: (1) depth (extent of experience in each Annex/Sub-Annex); (2) breadth (expertise across all Annexes/Sub-Annexes); and (3) multi-function management (experience managing/coordinating work across multiple Annexes/Sub-Annexes). The Offeror shall be evaluated on its experience in planning and executing the required services.

Offerors possessing experience in cost-type, multi-function support service contracts may be considered more favorably. Offerors that demonstrate depth and breadth of experience and multi-functional management experience in a greater number of Annexes/Sub-Annexes from the list below will likely be considered more favorably. Lack of experience in one or more Annexes/Sub-Annexes from the list below will likely result in a lower rating for this factor.

- Annex 6 Port Operations
- Annex 15 Facility Support
 - 1501000 Facility Management
 - 1502000 Facility Investment
- Annex 16 Utilities
 - 1601000 Utilities Management
 - 1602000 Electrical
 - 1604000 Wastewater
 - 1605000 Steam
 - 1606000 Water
- Annex 17 Base Support Vehicles & Equipment

Factor C, Management

The proposal shall completely address all submission requirements in Section L, Factor C and meet the minimum requirements specified in the Performance Work Statement. The Government will evaluate the degree to which the proposal demonstrates an effective and resource-efficient management plan, including a complete Attachment JL-4. The management plan shall demonstrate a clear understanding of the requirements of the entire project. The Government will evaluate the effectiveness of the approach, considering general management and administrative structure, to determine the likelihood that the work will be performed in accordance with the requirements of the Performance Work Statement. The Government will evaluate the effectiveness of the approach to workforce management, quality management, scheduling, and mobilization/demobilization.

Key personnel will be evaluated in accordance with the minimum requirements specified in the Performance Work Statement. Proposals will not be assigned strengths for key personnel who exceed minimum education requirements because it is not considered advantageous to the Government.

Factor D, Technical Approach

The proposal shall completely address all submission requirements in Section L, Factor D and meet the minimum requirements specified in the Performance Work Statement. The Government will evaluate Factor D considering the degree to which the Offeror's technical approach demonstrates a clear understanding of the Performance Work Statement requirements including realistic labor quantities (direct and indirect), necessary skills needed to successfully perform, equipment, and materials in relation to the work required for each Annex/Sub-Annex, and Spec. Item. The technical approach will be evaluated to assess whether there is a clear understanding of the requirements consistent with the other portions of the proposal (e.g. Attachments JB-2 and JL-4), and shall be supported by a reasonable Basis of Estimate (BOE). Offerors who fail to provide a completed hard copy and MS EXCEL (Microsoft Office Version 2016 compatible) of the Attachment JL-4 for the total effort to include the prime contractor and all subcontractors for the base period will be considered unacceptable.

Demonstrates an adequate resource efficient approach/methodology to effectively achieve performance objectives and standards for each Annex/Sub-Annex, and Spec. Item that utilizes the best industry practices and procedures for each major task. The approach demonstrates an adequate understanding of supply chain management necessary to ensure materials, supplies, and equipment availability meet contractual delivery timelines. The approach demonstrates an adequate understanding of statutes, regulations, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of requirements set forth in the Performance Work Statement.

Demonstrates a clear understanding of the potential risks to be encountered during contract performance and an adequate approach/contingency plan to effectively mitigate risks across all Annexes/Sub-Annexes.

Factor E, Safety

The evaluation will collectively consider the following:

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

Experience Modification Rate (EMR): For the three previous complete calendar years the Offeror will submit EMR. If no EMR exists, the Offeror may submit an insurance company-provided equivalent rate explaining why not. If an insurance company-provided equivalent rate is provided, it will be treated the same as an EMR. Any extenuating circumstances that affected the EMR and negative trends should be addressed as part of this selection factor. The board will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates: For the three previous complete calendar years, the Offeror will submit their OSHA DART and TRC, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If unable to submit OSHA DART and TRC rates, affirmatively state so, and an explanation must be provided. Any extenuating circumstances that affected the OSHA DART and TRC rate data and negative trends should be addressed as part of this element. The board will evaluate the OSHA DART and TRC rates to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward trends and extenuating circumstances that impact rates.

Technical Approach to Safety: The Offeror will describe their plan to evaluate their safety performance and that of potential 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. The board 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 board will evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement and validate the contractor has addressed methodology to be used in the execution of an effective program that facilitates sound

mishap prevention techniques/processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps. 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.

Other Sources of Information Available to the Government: Other sources for safety may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS) in Enterprise Safety Applications Management System (ESAMS), Contractor Performance Assessment Reporting System (CPARS) and other related databases.

Factor F Small Business Utilization

Offerors will be evaluated on the extent to which their proposals and other performance information available to the Government demonstrate a history of successfully supporting Government policies concerning utilization of small business concerns as subcontractors including, when applicable, achievements against established small business subcontracting plan goals. Offerors will also be evaluated on the levels of small business participation proposed and the degree of commitment to use named sources. The anticipated benefits of proposed initiatives and tools to enhance small business participation and capabilities will be considered. The Government will assess proposal realism and the likelihood of success in achieving the small business objectives of this acquisition.

Forms to be used for offeror submission of Small Business Utilization Factor information are:

Attachment JL-5 – Small Business Subcontracting Record
Attachment JL-6 – Small Business Participation and Commitment Strategy

E. Adjectival Ratings/Descriptions:

1. The following are the non-cost (technical)/price ratings to be used in the evaluation of the proposals for all factors except Factor F, Small Business Utilization and Factor A, Past Performance.

Table 1. Combined Technical/Risk Rating Method	
Adjectival Rating	Description
Outstanding (O)	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good (G)	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable (A)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal (M)	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable (U)	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

2. The following are the Small Business ratings to be used in the evaluations for Factor F, Small Business Utilization:

Table 2. Small Business Rating Method	
Adjectival Rating	Description
Outstanding (O)	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good (G)	Proposal indicates a thorough approach and understanding of the small business objectives.
Acceptable (A)	Proposal indicates an adequate approach and understanding of the small business objectives.
Marginal (M)	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable (U)	Proposal does not meet small business objectives.

3. The following are the past performance relevancy ratings and confidence assessments to be used in the evaluations for Factor A, Past Performance:

Table 3. Past Performance Relevancy Rating Method	
Adjectival Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Table 4. Performance Confidence Assessments	
Adjectival Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

4. Rating Scheme. The following information is pertinent to the rating of the non-cost or technical proposals:

- a. Strength: An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- b. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

- c. Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.
- d. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

M.2 COMPETITIVE RANGE

The Government intends to evaluate all proposals received and to award a contract without discussions. Therefore, the Offeror's initial proposal shall contain the Offeror's best terms from a cost and non-cost standpoint. Discussions will be held with those Offerors within a competitive range if discussions are deemed necessary to maximize the Government's ability to obtain the best value. The Government 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.

M.3 ENFORCEABILITY OF PROPOSAL

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the proposal, the Offeror agrees that all items proposed (e.g., subcontractors, approach, key personnel, etc.) will be utilized for the duration of the contract and any substitutions shall require prior Contracting Officer's approval.

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990