

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 138	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-15-R-4702	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 21 Jul 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC MID ATLANTIC ROICC CHERRY POINT BLDG 163 CURTIS ROAD PSC BOX 8006 CHERRY POINT NC 28533-0006			CODE N40085	8. ADDRESS OFFER TO (If other than Item7) See Item 7		CODE	
TEL: FAX:			TEL: FAX:				

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 for address until 01:00 PM local time 25 Aug 2015
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KIMBERLY C. LACY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 252-466-4751	C. E-MAIL ADDRESS kimberly.c.lacy@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	
		<input type="checkbox"/>	
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		17. SIGNATURE	
18. OFFER DATE			

AWARD (To be completed by Government)

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	BASE YEAR - FFP FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0001 IS ELINS A001-A006. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	BASE YEAR - IDIQ FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0002 IS ELINS A700-A704. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	OPTION YEAR 1 - FFP FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0003 IS ELINS B001-B006. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	OPTION YEAR 1 - IDIQ FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0004 IS ELINS B700-B704. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	OPTION YEAR 2 - FFP FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0005 IS ELINS C001-C006. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	OPTION YEAR 2 - IDIQ FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0006 IS ELINS C700-C704. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	OPTION YEAR 3 - FFP FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0007 IS ELINS D001-D006. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	OPTION YEAR 3 - IDIQ FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0008 IS ELINS D700-D704. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	OPTION YEAR 4 - FFP FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0009 IS ELINS E001-E006. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	OPTION YEAR 4 - IDIQ FFP PRICE TO PERFORM ALL FIRM FIXED PRICE WORK FOR EQUIPMENT OPERATION AND MAINTENANCE FOR THE CENTRAL ENERGY BUILDING, NAVAL HEALTH CLINIC, MCAS CHERRY POINT NC IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT. THE PRICE FOR CLIN 0010 IS ELINS E700-E704. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

B.0 GENERAL OFFER INFORMATION

- a. Contract Title: Equipment Operation and Maintenance for the Central Energy Building, Naval Health Clinic, MCAS Cherry Point NC
- b. Type of Contract: This is a combination Firm Fixed Price/Indefinite Delivery Indefinite Quantity (FFP/IDIQ) type contract. The firm-fixed price portion of the contract will be funded on Task Order 0001 which will satisfy the Government's obligation for a minimum guarantee.

c. Set-Aside: 100% Small Business Concern

d. NAICS Code: 561210, Facilities Support Services, Size Standard \$38.5 Million.

e. Wage Determination: Service Contract Act, Refer to Attachment J-0200000-02.

f. Contract Term: This contract contains provisions for a base year with four one-year option periods. The Government has the option to extend the term of the contract in accordance with “Option to Extend the Term of the Contract Services”, NAVFAC 5252.217-9301. If the Government exercises the option, the Government will adjust the contract price, as required, based on the incorporation of new Department of Labor Wage Determinations. The procedures for adjustment are outlined in FAR Clause 52.222-44 – Fair Labor Standards Act and Service Contract Act – Price Adjustment.

g. Period of Performance: The period of performance for the base year is from 1 October 2015 through and including 30 September 2016.

h. Location: Naval Health Clinic, Marine Corps Air Station Cherry Point, North Carolina .

i. Site Visit. A ONE-TIME site visit will be conducted on Tuesday 28 July 2015 at 1000. Contractors are to meet in the lobby of Building 163. Please contact Kim Lacy @ kimberly.c.lacy@navy.mil or 252-466-4751 if you plan to attend the site visit. Please be sure to bring hard toe shoes, hard hat and safety glasses. You will not be able to attend the site visit without the required PPE. The site visit is not required to submit a proposal however it is helpful to ensure offerors understand the nature of the work.

j. Requirements: See Section L, Offeror shall submit a lump sum price for Section B, CLIN 0001 (FFP Base Year), CLIN 0002 (IDIQ Base Year), CLIN 0003 (FFP Option Year 1), CLIN 0004 (IDIQ Option Year 1), CLIN 0005 (FFP Option Year 2), CLIN 0006 (IDIQ Option Year 2), CLIN 0007 (FFP Option Year 3) and CLIN 0008 (IDIQ Option Year 3), CLIN 0009 (FFP Option Year 4) and CLIN 0010 (IDIQ Option Year 4). An excel spreadsheet is provided for calculation of prices.

k. Request for Information (RFI’s): The last day to request information regarding the solicitation is close of business 17 August 2015.

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$

0003	\$	\$
0004	\$	\$
0005	\$	\$
0006	\$	\$
0007	\$	\$
0008	\$	\$
0009	\$	\$
0010	\$	\$

CLAUSES INCORPORATED BY FULL TEXT

B.1 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

a. Bidders shall enter unit prices and amounts for contract line items (CLINs) and contract subline items (SLINS), and exhibit line items (ELINS) as indicated in the schedules and any accompanying exhibits.

b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the contract line item, contract subline item or exhibit line items will be recomputed accordingly. The contract line item which includes recomputed contract subline items or exhibit line items will also be recomputed to take into account the change in the contract subline item or exhibit line item. If the bidder provides a total amount for a contract line item, contract subline item or exhibit line items but fails to enter the unit price, the total amount divided by the contract line item, contract subline item or exhibit line item quantity will be held to be the intended unit price.

CLAUSES INCORPORATED BY FULL TEXT

B.3 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

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

CLAUSES INCORPORATED BY FULL TEXT

B.4 INCORPORATION OF TECHNICAL PROPOSAL

- a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.
- b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

CLAUSES INCORPORATED BY FULL TEXT

B.5 CONTRACT YEAR ADJUSTMENT

In the event that the contract start date does not align with the start of the government's fiscal year (i.e. 1 Oct of any year), the government may adjust the first performance period of the contract to coincide with the period remaining in the government fiscal year and adjust the contract amount for this period to reflect the pro-rata share of the contractor's initial 12 month price proposal. The follow on 12 month option amount shall be the combination of the remainder of the contractor's base period proposed amount and the pro-rata share of the contractor's second 12 month period price proposal. This process will continue for future option periods. There will be a final option period for the number of months necessary to bring the total number of months to that contemplated in the contract solicitation.

Unit prices proposed for the base term of 12 months shall be applicable for all indefinite quantity task orders issued during the initial 12 month period regardless of how the contract terms are adjusted. Unit prices proposed for the second 12 month period shall be applicable for all indefinite quantity task orders issued during the second 12 month period regardless of how the contract term is adjusted. This process will be followed throughout the life of the contract.

Section C - Descriptions and Specifications

0100000

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, 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 Central Energy Building located at Marine Air Corps Station, Cherry Point North Carolina, combination firm-fixed price (FFP) and indefinite delivery-indefinite quantity (IDIQ). The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 1 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff N/A Annex 4 Public Safety N/A Annex 5 Air Operation N/A Annex 6 Port Operations N/A Annex 7 Ordnance N/A Annex 8 Range Operations N/A Annex 9 Health Care Support N/A Annex 10 Supply N/A Annex 11 Personnel Support N/A Annex 12 Morale, Welfare and Recreation Support N/A Annex 13 Galley N/A Annex 14 Housing N/A Annex 15 Facilities Support N/A Annex 16 Utilities 1601000 Chiller 1605000 Steam 1608000 Compressed Air Annex 17 Base Support Vehicles and Equipment N/A Annex 18 Environmental N/A</p>
1.2	Project Location	<p>All work described in this PWS will be located at the Naval Health Clinic, Facility #4390, Marine Corps Air Station, Cherry Point North Carolina.</p> <p>The Naval Hospital was downsized to an Outpatient Ambulatory Health Clinic by BRAC on 1 October 2007.</p>
1.3	Acquisition of Additional Work	<p>The Government reserves the right to acquire additional services at additional locations in addition to the services and locations identified in the Firm-Fixed Price requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this</p>

0100000 – General Information		
Spec Item	Title	Description
		contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	<p>Marine Corps Air Station (MCAS) Cherry Point is located in southeastern Craven County, North Carolina. The installation covers approximately 11,485 acres. Commissioned in 1942 as Cunningham Field, MCAS Cherry Point and Naval Aviation Depot (NAVAVNDEPOT), its largest tenant command, has served the country for more than half a century. The Air Station's primary mission is to maintain and operate support facilities and services to the 2nd Marine Aircraft Wing, NAVAVNDEPOT, and the Naval Health Clinic.</p> <p>Under the claimancy of the Bureau of Medicine and Surgery, the dispensary was commissioned as a Naval Hospital on 01 July 1968. On 09 September 1992, construction began for a new, state of the art facility. This \$34 million, 201,806 square foot facility was designed by Rogers, Lovelock, and Fritz, Inc., and constructed by Pizzagali Construction Company. This masterpiece of modern medical and dental care was dedicated on 01 October 1994 as Halyburton Naval Hospital.</p>
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	North Carolina's climate results from global-scale weather patterns that are modified by the diverse landscape of the state. In the eastern portion of the state the Atlantic Ocean and its "river of warm water", commonly called the Gulf Stream, play a dominate role in differentiating North Carolina's precipitation and climate. Winter storms in the vicinity of the east coast generally move northeastward paralleling the coast and the Gulf Stream. The climate is generally mild and wet but for the last five years there has been a moderate to severe drought. The summers have been quite dry with some recovery during the fall and winter months.
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p>

0100000 – General Information		
Spec Item	Title	Description
		<p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of</p>

0100000 – General Information		
Spec Item	Title	Description
		information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Firm Fixed-Price (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Indefinite Quantity (IDIQ) requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all firm fixed priced specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

0200000

0200000 – Management and Administration	
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2.3.5	Insurance
2.3.5.1	Certificate of Insurance
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2.3.6	Protection of Government Property
2.3.7	Government Information Technology (IT) System

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2.8.2	Vehicles
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2.8.6.1	Escort Arrangement for Secured Areas
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0200000 – Management and Administration	
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2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings upon governments request.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management

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		<p>personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p> <ul style="list-style-type: none"> * Project Manager * Quality Manager <p>Site Safety and Health Officer</p>
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the</p>

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		applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: <p style="text-align: center;">Comprehensive General Liability: \$500,000 per occurrence</p> <p style="text-align: center;">Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p style="text-align: center;">Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p style="text-align: center;">Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p style="text-align: center;">Other as required by state law</p>
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	N/A
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.9	Invoicing Procedures	Refer to Section G for invoicing instructions.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are available online.
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, equipment and services for use in connection with this contract as stated

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		below.
2.4.1	Government-Furnished Facilities (GFF)	The Government will furnish to the Contractor an office in building 4390, room 1447. The office measures approximately 8 ft. by 14 ft. This office will be furnished with desk, chairs and file cabinets as space assigned permits. This shall be the Contractors work reception desk. The Contractor shall assume and shall take adequate precautions to prevent fire hazards, odors and vermin. The Contractor shall keep all areas clean and free of clutter.
2.4.2	Government-Furnished Utilities	The Government will furnish the utilities that are currently installed in the GFF at no cost to the Contractor. Types of utilities furnished include water, electric, and sewer services. The Contractor shall not change or alter any service or component without Government review and approval. The Contractor shall not make utility connections to any Contractor furnished equipment or system without prior Government review and written approval. The Government provides utilities for Contractor performance. The Contractor shall operate under conditions that preclude the waste of utilities.
2.4.3	Government-Furnished Materials (GFM)	The Government will be responsible for the procurement and delivery of the following materials and supplies. The Contractor shall be held accountable for all materials and supplies provided by the Government and shall provide documentation supporting issue/use of such materials <ul style="list-style-type: none"> ... Fuel Oil (Approximately 232,000 Gallons Per Year) ... Propane Gas ... Rock Salt and Water Softener ... All Medical Gases ... Light Bulbs For Overhead Lights Only
2.4.4	Government-Furnished Equipment (GFE)	The Government will furnish the equipment listed below to the Contractor for use in the performance of the contract. The use of GFE for any other purpose is prohibited. The Contractor shall be held accountable for all GFE. Upon termination of the contract, the Contractor shall return all GFE to the Government in the same condition as originally provided to the Contractor less normal wear and tear. <ol style="list-style-type: none"> (1) Computer and Software: The computer and software for all digital controls are provided by the Government for Contractor's use. (2) The Government will furnish the Contractor with copies of all operation and maintenance manuals for equipment in the Central Energy Building. Additionally, the Government will make available to the Contractor a copy of the OMSI manual in its current state of completion. As the manual is updated the Government will furnish updates to the Contractor.
2.4.5	Government-Furnished Services (GFS)	The Government will provide the following services: <ol style="list-style-type: none"> (1) Boiler Certification Inspector: The Government will provide a NAVFAC licensed boiler and pressure vessel inspector to witness the annual boiler and pressure vessel inspections and tests to be performed by the Contractor. (Ref: NAVFAC MO-324; American Society of Mechanical Engineers (ASME) Code for Boilers and Pressure vessels and the National Board Inspection Code).

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		<p>(2) Telephone Service: The Government will provide telephone service for the Contractor's use. The telephone service is for "official use only". Upon receipt of the itemized phone bill the Contractor shall pay for phone calls made for other than "official use".</p> <p>(3) Custodial Services: The Government will provide custodial services for the restroom located in the Central Energy Building.</p> <p>(4) Waste Collection: The Government will be responsible for removal of any liquid materials in the waste collection tanks. The Contractor shall notify the Government of any materials in these tanks.</p> <p>(5) Backflow Certification Inspector: The Government will test and certify the backflow prevention devices. The Contractor shall coordinate with and assist the Government testing agent. The Contractor shall witness the testing and certification.</p>
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract. Recommended Spare Parts Listing is located at J-0200000-04.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government

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		business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F. Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures 14 calendar days prior to planned event. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	The Government will not provide the Contractor access to its computerized maintenance management system.
2.6.7	Quality Management System (QMS)	The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address: <ul style="list-style-type: none"> ... Accurate documentation of work processes, procedures, and output measures. ... A systematic procedure for assessing compliance with performance objectives and standards. ... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. ... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	The Contractor shall develop and submit a QM Plan. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance. The Contractor's QM Plan shall include, at a minimum, the following: <ul style="list-style-type: none"> •Policy and objectives of Quality Management System (QMS) •Quality organization <ul style="list-style-type: none"> ○List of personnel ○Responsibilities & lines of authority ○Training and qualifications •Approach to assuring quality of services provided and conformance with performance objectives and standards •Methods and procedures for effective planning, operation and control of

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		<p>processes and performance of work</p> <ul style="list-style-type: none"> •Procedures for inspection and surveillance of services <ul style="list-style-type: none"> ○Scheduling and performance of inspection and surveillance ○Measurement, data collection and analysis ○Corrective action, preventive action, and continuous improvement ○Oversight of subcontracted work •Documentation and records management <p>... <u>Communication with government (customers)</u></p>
2.6.7.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.8	Property Management Plan	The Contractor shall establish and maintain a plan that meets the contract clause requirements of Specification Item 2.4, Government-Furnished Property, Materials and Services, of this Annex. This plan shall identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession. The Property Management Plan shall be submitted per Section F.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.

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		The PM shall have at least three years of experience in managing a workforce providing services on contracts of similar size, scope and complexity.
2.7.1.2	Quality Manager	The Contractor shall provide a Quality Manager who shall have full authority and responsibility for assuring performance objectives and standards are identified in this contract are met. The Project Manager and the Quality Manager can be the same person.
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The SSHO shall have completed three years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and shall have completed the OSHA 30-hour construction safety class or equivalent within the past three years and maintain competency through 24 hours of formal safety and health related coursework every four years.</p> <p>The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.1.4	Environmental/Energy Manager	N/A
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the

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		right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished per Section F.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil.</p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk , linked at https://doncmra.nmci.navy.mil.</p>
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.

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2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>
2.8.4.1	NCACS Program	<p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342.</p>
2.8.4.2	One-Day Passes	<p>Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.</p>
2.8.5	Access to Buildings	<p>The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at</p>

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		the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact. The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	N/A
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	Review the current EM-385-1-1 for any applicable safety updates (this version is up to date with EM385-1-1, 2014 Version). The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act. Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.
2.9.1	Accident Prevention Plan (APP)	The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSO and

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		<p>shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and compliance plans addressing all applicable Safety and Occupational Health (SOH) risks that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> ... For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. ... For contracts with IDIQ ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. <p>The Contractor shall follow the Risk Management Process for the development of Activity Hazard Analysis (AHA) in accordance with paragraph 01.A.14 and Appendix A of EM 385-1-1. A formatted outline of an AHA is provided in Figure 1-2 of EM 385-1-1.</p> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and</p>

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		acceptance.
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.</p>
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.3.3	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100 and any other Federal, state and local regulatory standards.
2.9.3.4	Critical Lift Plan	<p>The Contractor shall develop a critical lift plan to explain how it will conduct lifts for any of the following conditions:</p> <ol style="list-style-type: none"> 1) Lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; 2) Lifts involving more than one crane , hoist, or LHE 3) Lifts of personnel; 4) Lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks 5) Lifts involving hazardous materials (e.g., explosives, highly volatile substances); 6) Lifts where the center of gravity could change; 7) Lifts without the use of outriggers using rubber tire load charts; 8) Lifts using more than one hoist on the same crane, hoist, or LHE; 9) Lifts involving Multiple Lift Rigging (MLR) Assemblies or other non-routine or technically difficult rigging arrangements; 10) Lifts involving submerged loads. Exception: lifts that were engineered to travel in guided slots throughout the lift and have fixed rigging and/or lifting beams, i.e., intake gates, tailgates/logs); 11) Lifts out of the operator's view. (Exception: if hand signals used by a signal person in view of the operator or radio communications are available and in use, load does not exceed two tons AND is determined a routine lift by the lift super.) <p>The critical lift plan shall include elements addressed in paragraph 16.H of EM 385-1-1, paragraph 1.7.2 of NAVFAC P-307, and comply with</p>

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		<p>requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.</p> <p>The Contractor shall complete and maintain a copy of the Crane Operating Checklist For Critical Lifts.</p>
2.9.3.5	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.D of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. The fall prevention and protection plan shall include a Rescue and Evacuation Plan in accordance with EM 385-1-1, Section 21.N. A competent person for fall protection shall prepare and sign the plan.
2.9.4	Crane Operations	<p>All operations of Cranes, Multi-Purpose Machines and Material Handling Equipment shall comply with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>The Contractor shall comply with paragraph 1.7.2 of NAVFAC P-307 and notify the Contracting Officer at least 24 hours prior to bringing any crane (including delivery vehicles with crane boom attachments), multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads on board a Navy Installation. Written documentation of the last weight test of the crane and all related weight handling equipment (e.g. attachments, rigging gear, etc.) shall be maintained on site.</p> <p>A joint verification with the Government representative must be performed to ensure that a legible and indelible completed copy of Appendix P, Figure P-1 of NAVFAC P-307 is maintained on the crane, multi-purpose machine, and material handling equipment or construction equipment used in a crane-like application to lift suspended loads. The following certification and testing documentation shall be on site prior to entry and use on any Navy Installation:</p> <ol style="list-style-type: none"> 1) Crane, multi-purpose machine, material handling equipment or construction equipment used in a crane-like application to lift suspended load certification 2) Load testing 3) Yearly, monthly and daily inspection logs 4) Rope/sling certifications 5) Operator certifications/designations 6) Designation of person performing log inspections 7) Cranes that are permanently located on a Navy Installation shall have a quarterly joint verification.
2.9.4.1	Crane Inspections	<p>The Contractor shall ensure all inspections are performed in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 (daily, monthly, quarterly, yearly), and retain the current documentation of inspections. Documents shall be kept on site. Daily pre-use inspections and testing shall be performed on all load hoisting and lowering mechanisms, boom hoisting and lowering mechanisms, swinging mechanisms, travel mechanisms (if to be used that day), and safety devices. Cranes that have to be re-rated shall be in accordance with SAE Recommended Practices, Crane Load Stability Test</p>

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		Code J765 and documentation maintained on site. The Contractor shall have an operational anti-two block device or a two-block damage prevention feature for all points of two blocking and a boom hoist disconnect, shutoff, or hydraulic relief to automatically stop the boom hoist when the boom reaches a predetermined high angle.
2.9.4.2	Rigging Gear	<p>The Contractor shall ensure rigging gear and below the hook lifting devices and personnel comply with the following requirements:</p> <p>1) Personnel performing rigging shall have an understanding of all signs, notices, and operating instructions, and be familiar with the applicable hand signals prescribed by the ASME B30 standard for the type of crane in use.</p> <p>2) Personnel performing rigging shall be familiar with the rigging requirements in EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>3) The Contractor shall inspect rigging gear in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 and paragraph 1.7.2 of NAVFAC P-307. Certification records shall be made available for review upon request.</p>
2.9.4.3	Crane Operators	Crane operators shall meet the personnel qualifications requirements in paragraph 16.B of EM 385-1-1 and paragraph 1.7.2 of NAVFAC P-307. For mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 2,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators).
2.9.5	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC</p>

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		<p>Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For any weight handling equipment accident (including rigging gear accidents) the Contractor shall conduct an accident investigation to establish the root cause(s) of the accident and comply with additional requirements and procedures for accidents in accordance with NAVFAC P-307, Section 12. The Contractor shall submit a WHE Accident Report (Crane and Rigging Gear) per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For a near miss involving crane or rigging operations, the Contractor shall report verbally to the Contracting Officer as soon as management becomes aware but not later than 4 hours of such event and comply with additional requirements and procedures for near-misses in accordance with NAVFAC P-307, Section 12. A near miss occurs when an accident was avoided by mere chance or when intervention prevented an ongoing sequence of events that would have resulted in an accident (e.g. unplanned encroachment, improper crane set-up, improperly rigged load, etc.). The Contractor shall submit a Crane and Rigging Gear Near Miss Report per Section F.</p>
2.9.5.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p>

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		<p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.6	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.7	Monthly On-Site Labor Report	Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.8	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.9	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> ... The site is safe and free of job-site hazards ... Proper PPE is being utilized and worn. ... Safe work practices and processes are being followed. ... Workers are familiar with the hazards covered in the respective AHA for that work activity. ... All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of</p>

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		noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.
2.9.10	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.11	Safety Apparel on Jobsites	Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.9.12	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> ... Reduce purchase and use of toxic and hazardous materials; ... Expand purchase of green products and services; increase recycling; ... Reduce energy and water use; ... Increase use of alternative fuels and renewable energy; ... Integrate green building concepts in major renovations and new construction; ... Prevent pollution at the source; and ... Continual improvement. <p>Policy:</p> <ul style="list-style-type: none"> ... Protect public health and the environment by being an environmentally responsible member of the community; ... Preserve our natural, historic and cultural resources; ... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials; ... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities; ... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste; ... Maintain a sound partnership with regulatory agencies to sustain

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		<p>our compliance with existing and new environmental laws and regulations;</p> <p>... Enhance our program as we develop and implement an Environmental Management System; and</p> <p>... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</p> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	The Contractor shall comply with the installation's energy management program.
2.10.1.1	Water Conservation Plan	N/A
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	Technicians must be certified through an EPA approved program. Copies of the certifications shall be maintained at the employee's place of

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		<p>business and/or carried as a wallet card by the technician.</p> <p>Records are maintained for all refrigerant removal operations performed prior to small appliance or motor vehicle air condition appliance disposal. The recovery date, technician's name and a statement that all refrigerant that had not previously leaked was removed in accordance with 40 CFR 82 shall be included in the disposal records.</p> <p>Records kept for all refrigerant recovery operations/services performed on equipment that normally contains 50 pounds or more refrigerant will include the service date, service description, amount of refrigerant purchased, and amount of refrigerant added.</p> <p>Refrigerant leaks on equipment, which normally contain 50 pounds or more refrigerant, are repaired within 30 days of leak discovery. Leak repairs for equipment normally containing 50 pounds or more refrigerant are documented, including the date of leak discovery and date repaired, technician's name, amount of refrigerant vented, and amount purchased and added. Satisfactory leak repair verification tests are documented within 30 days of repair.</p> <p>Records detailing accidental venting of ODS are maintained; these records shall include as a minimum the date, type, location, amount vented, and reason for venting.</p> <p>Records detailing the type and amount of refrigerant purchases shall be kept.</p> <p>Only excess Class I ODS is to be returned to DLA and not private contractors (R-11, 12, 113, 114, 500, 502). All reclaimed class I refrigerant shall be stored in approved containers, made for the intended purpose and transported by the Contractor to the Defense Logistic Agency (DLA) at the following address:</p> <p style="text-align: center;">Defense Depot Richmond Va. (DDVA) SW0400 Cylinder Operations 8000 Jefferson Davis Highway Richmond, Virginia 23297-5000</p> <p>Once the Contractor has delivered the refrigerant to DLA in Richmond, the Contractor shall provide a Class I ODS Report per Section F.</p> <p>Contractor ODS records shall be available to the KO upon request.</p>
2.10.2.2	Non-Hazardous Waste Disposal	The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.
2.10.2.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.2.4	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations at no

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		additional cost to the Government.
2.10.2.5	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.</p>
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.8	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government.
2.10.2.9	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.

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2.10.3	Sustainable Procurement and Practices	<p>The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> ... Recycled Contents Products ... Energy/Water efficiency ... Energy Efficient Tools and Equipment ... Alternate Fuels and Alternate Fuel Vehicles ... Biobased Products ... Non-Ozone Depleting Products ... Environmental Preferred Products and Services ... Low/Non-Toxic and Hazardous Materials <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	<p>The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (<i>e.g.</i>, Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.</p>
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>

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2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	<p>Existing technical library contents, including facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material, will be furnished by the Government, if available.</p> <p>The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract.</p>
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	FFP Work Procedures	
2.14.1	Notification to the Government for Work Above the FFP Limitations	The Contractor is fully responsible for work up to the FFP work limits. FFP work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO for further direction. The Government may issue a task order in accordance with the non-recurring work portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	FFP Exhibit Line Item Numbers (ELINs)	FFP ELINS are provided in J-0200000-5
2.15	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ work as ordered by the KO per Section G and DoD EMALL requirements in Section H. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the IDIQ Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as an IDIQ work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered.

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Spec Item	Title	Description
		The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all non-recurring work quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a IDIQ work proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the IDIQ Exhibit Line Items (ELINs) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where

0200000 - Management and Administration		
Spec Item	Title	Description
		Contractor-owned, equipment mobilization, and tools, not priced under the FFP portion of the contract. The direct material price will be multiplied by the Contractor's IDIQ material fixed burden rate.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	IDIQ ELINS	IDIQ ELINs are provided in J-0200000-05

1601000

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1601000 – Chiller Plant		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment to continuously operate, maintain and repair the Chiller Plant and Distribution System located at Central Energy Building Facility #4390. This facility is located at the Naval Health Clinic aboard Marine Air Corps Station, Cherry Point North Carolina. The Contractor is responsible for all equipment, controls and piping systems located inside the facility.
1.1	Concept of Operations	<p>Typical work performed under this Sub-Annex will include operation, management and maintenance of utility chilled water and air conditioning systems. An integrated maintenance plan for dynamic and static equipment and systems will be included in this work. Additionally major repair work, consisting of component replacement, equipment replacement and new equipment installation exceeding the integrated maintenance plan (IMP) limit of liability will be ordered under the IDIQ portion of the Contract.</p> <p>The Contractor will operate and maintain the Central Energy Plant 24 hours per day seven days a week. The Contractor is responsible for maintaining all systems located in the Central Energy Building up to the Firm Fixed Price Limit per equipment or component per occurrence.</p>

1601000 – Chiller Plant		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1601000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the chiller plant function.
2.2.1	Certification, Training and Licensing	<p>Chiller plant operators shall comply with ASME and EPA certification guidance exhibiting knowledge and skills of chiller plant air conditioning/Hydronic Systems production.</p> <p>The Contractor shall employ only technicians trained and certified per the requirements of 40 CFR Part 82 EPA Regulations on the Protection of Stratospheric Ozone, who use approved recovery and recycling equipment, and who test, maintain, service, repair or dispose of industrial process refrigeration and air conditioning systems and equipment.</p>
2.3	Special Requirements	<p>The Contractor shall coordinate all maintenance and repair work and outages in a manner that minimizes the disruption of air conditioning services.</p> <p>The Contractor shall not vent or otherwise dispose of any Class I or Class II ODS refrigerant into the atmosphere during the service, repair, or disposal of industrial process refrigeration and air conditioning equipment. These refrigerants shall be captured and recycled in conformance with all applicable Federal, state, and local laws, regulations and in accordance with the provisions of Air Station Order 5090.6. http://www.cherrypoint.usmc.mil/MCASCP/stationadj/orders306/ASO5090_6.pdf or the KO for a copy of this order.</p>

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	The Contractor shall efficiently operate and maintain the chiller plant and distribution system to ensure the safe production and distribution of quality, reliable chilled media, such that all chilled media requirements are continually met.	<p>The Contractor shall shut-down, restart, and perform operational checks on all equipment affected by both scheduled and unscheduled utility outages at no additional cost to the Government.</p> <p>The current Chiller Plant and Distribution System Description and Inventory is provided in J-1601000-02. The chiller system may include a condenser water loop, and a cooling tower system. The contractor shall maintain the current drawings, equipment inventories and diagrams and will keep them current, per Section F.</p> <p>The Contractor shall develop and submit a Critical Spare Parts Inventory per Section F and shall maintain on hand the critical spare parts required to keep the entire system in continuous service to meet chilled media demand requirements.</p>	Chilled media is continuously and safely provided and meets all temperature and humidity control requirements.
3.1	Operation	The Contractor shall operate the chiller plant and distribution system to ensure the efficient and safe production of chilled media to meet all air conditioning requirements 24 hours a day seven days per week, throughout the contract period.	<p>Operation consists of “watch-standing” or attendance type work by a sufficient staff of qualified persons during a specified time period to ensure safe, reliable, efficient production and distribution of chilled media.</p> <p>Operation of the chiller plant and distribution system includes equipment and system components, such as, chillers, pumps, valves, cooling tower (s), chemical treatment devices, monitoring and control systems, open and closed loop hydronic systems, and meters, and distribution lines, and includes tasks, such as, monitoring and regulation of equipment controls, maintaining operating records, logs, and reports, and examination, lubrication and minor adjustment of equipment and system components.</p>	<p>Chiller plant and distribution system equipment and components are efficiently, safely and continuously operated per specified operating criteria to produce chilled media to satisfy operational requirements.</p> <p>Unscheduled interruptions are minimized such that all air conditioning requirements are met 99.5 percent of the time annually.</p>

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Plant and systems equipment and components shall be efficiently and safely operated per ANSI, ARI, and ASHRAE Standards, OMSI and other specific operating manuals, procedures, and instructions.</p> <p>Safe operation shall ensure that all chiller plant equipment requiring operator attendance is staffed by qualified personnel at all times of operation. The KO shall be notified immediately if unsafe conditions are discovered. The Notification of Unsafe Conditions Report shall be submitted per Section F.</p> <p>The Contractor shall develop, update, submit and post in clear view for operators, written Standard Operating Procedures as specified and as specified per section F.</p>	
3.1.1	Chiller Plant Controls and Monitoring System	The Contractor shall operate the chiller plant controls and monitoring system to ensure the efficient production and distribution of chilled media.	<p>The contractor shall operate and monitor the Inet Seven Monitor and Control system to operate plant equipment.</p> <p>The Contractor shall operate and monitor the Chiller Plant Controls to provide the following:</p> <p>Chill Water Supply Temperature = 43 to 45 deg F</p> <p>Chill Water Supply End Point Pressure = 35 psi</p>	The chiller plant's operating parameters are continuously maintained within specified operating limits.
3.1.2	Chiller Plant and Hydronic Systems Testing and Treatment Programs	The Contractor shall provide and implement a Chiller Plant and Hydronic Systems Testing and Treatment Program to ensure optimum equipment operation and efficiency.	The Contractor shall develop and submit per Section F, a Chiller Plant and Hydronic Systems Testing and Treatment Program in accordance with manufacturers' recommendations for applicable equipment to include collection of samples, testing and treatment of Hydronic Systems. The Hydronic Systems include the	Test results confirm that Chiller Plant and Hydronic Systems meet the testing schedule and chemical residual limits per the Contractor's incorporated Chiller Plant and Hydronic

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			chilled water loop and the condensing water loops, both of which can be either open loop systems or closed loop systems. Each system requires a different water testing and treatment program. Identify which type of loop is used for the chilled water system and for the condensing water system. Typically, the chilled water system is closed loop and the condensing water system is open loop. If a cooling tower is included, then it will require a testing and treatment program also.	Systems Testing and Treatment Program.
3.1.3	Chiller Plant Minimum Operator Attendance	The Contractor shall provide chiller plant operators in sufficient quantities of staffing per shift to ensure the efficient and safe operation of chiller plant system at all times of operation 24 hours per day, seven days per week, throughout the contract period.	Attendance visits for operating chillers shall be of sufficient duration to observe a complete operational cycle and perform operator checks.	Chiller plant operators met minimum specified in Insert current applicable directives and instructions.
3.1.4	Operating Records, Logs and Reports	The Contractor shall prepare, submit and maintain operating records, logs and reports for in-process tracking of plant output characteristics to ensure records, logs, and reports are current and complete.	Per LANTNAVFACENGCOMINST 11300.4, DoD FGS, or local installation instruction, a monthly operating records report shall be submitted per Section F, within two days following the end of the month during which the work was performed. Deliverables shall include copies of daily operating logs, chemical content, pressure readings, chemical dosages, filter backwash frequencies, flow rates, and other laboratory records, maintenance records, corrosion tests, personnel records, emergency condition records, and operating costs. The Contractor shall prepare, update, and post in clear view for operators, written Standard Operating Procedures within 15 days from contract start and five	All required operating records, logs, and reports are maintained current and complete and applicable copies provided to the KO within the specified times.

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			days after making changes to any Plant operating procedure, equipment and components.	
3.2	Maintenance Program	The Contractor shall develop and implement a maintenance program for the Chiller and HVAC Plant including, Chill Water and Cooling Tower Water Distribution Systems, to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall develop and submit a maintenance program, per Section F.</p> <p>Maintain includes repair or replacement of worn, loose, missing, or damaged mechanical and electrical components and controls; pressure switches; safety valves; worn or loose belts; unbalanced moving parts; misalignment; damaged couplings; end play of shafts, compressors, motors; and ineffective sound isolators.</p> <p>The Contractor shall be responsible for replacing filters and lubricants, draining tanks and oil separators. Maintenance shall include an Integrated Maintenance Program (IMP); daily maintenance and repair to specific equipment and components of the air conditioning and chiller systems including cooling towers, pumps, valves, controls, pipes, hangers, insulation etc.</p> <p>The Contractor shall be responsible for maintaining all systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and correct deficiencies in a timely manner to assure full life expectancy of the systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers' standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other</p>	<p>Maintenance is accomplished in accordance with the Contractor's PM program and work schedule.</p> <p>PM is performed in accordance with manufacturers' recommended procedures and OEM standards.</p>

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>technical requirements identified within this technical sub-annex. Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facility or would prevent any electrical, mechanical, plumbing or structural system from functioning IAW design intent. Repairs shall be made IAW the manufacturers' specifications and guidelines. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other Contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed. In addition to FAR 52.236-9, protection of existing vegetation,</p>	

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>structures, equipment, utilities, and improvements:</p> <p>(1) Any removal or alteration of existing work shall be accomplished in such a manner as to prevent injury or damage to any portions of the existing work, which remain. The Contractor shall warrant that all work performed conforms to contract requirements and that any existing manufacturer's warranties have been preserved and are still applicable.</p> <p>(2) Repair or replace portions of existing work which have been altered during maintenance operations to match existing or adjoining work. At the completion of maintenance operations, existing work shall be in a condition equal to or better than that which existed before new work started.</p> <p>Note: Historical Continuous Maintenance Work, which has achieved a satisfactory level of operation, is provided in J-1601000-03.</p>	
3.3	Integrated Maintenance Program (IMP)	The Contractor shall develop and implement an IMP program for Chiller Plant and Distribution System that is compatible with the Defense Medical Logistics Support System (DMLSS) to ensure they are safe, fully functional, and operational.	<p>The Contractor shall develop and submit an IMP per Section F.</p> <p>The IMP shall include the Contractor's approach for integrated maintenance, including maintenance and inspection tasks, schedules for planned work accomplishment, plan for minimizing occurrence of repair and downtime, process for the identification of the need for repairs, and the process for scheduling and completing repair work.</p> <p>The IMP shall include all equipment and components of the Chiller Plant and Distribution System, such as, chillers,</p>	<p>Maintenance is performed in accordance with Contractor's IMP and work schedule.</p> <p>When a problem or a need for repair is identified, the Contractor shall respond within one hour and complete the repair within two days.</p> <p>Systems and equipment are maintained and repaired to sustain a fully functional and</p>

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>condensers, evaporators, cooling towers, pumps, valves, chemical treatment devices, monitoring and control systems, meters, piping, supports, hangers and insulation. Refer to J-1601000-04 for the Chiller Plant Description and Inventory. IMP, inclusive of repair and replacement, shall be performed per ANSI, ARI, and ASHRAE Standards, NFPA, OMSI, and equipment manufacturer's recommendations, commercially accepted practices and in accordance with the commands DMLSS Facility Maintenance PM Program.</p> <p>The Contractor shall not vent or otherwise dispose of any Class I ozone-depleting refrigerant in a manner that will permit its release into the environment. These refrigerants shall be captured and recycled in accordance with all federal, state, and local environmental regulations.</p> <p>The Contractor shall notify the KO or his designated representative verbally within two hours upon discovery of any repairs required for equipment and facilities covered under the IMP that do not exceed the FFP limitations. The Contractor shall perform all repairs whenever identified, whether as part of their routine IMP accomplishment, QC inspections or notification from the Government that a breakdown or malfunction has occurred. The KO will indicate if repairs are emergency or routine. All Plant and System malfunctions and breakdowns requiring repair or replacement shall be responded to within eight hours following Contractor discovery or Government notification and worked continuously to completion.</p>	<p>operable condition in accordance with OEM specifications.</p> <p>When repair is complete the facility, system, or equipment does not present any hazard or danger to personnel.</p>

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>The Contractor shall perform all repairs whenever identified, whether as part of their routine IMP accomplishment, QC inspections or notification from the Government that a breakdown or malfunction has occurred. As part of the IMP, the Contractor has full responsibility for any individual occurrence of repair including replacement up to and including \$2,500.00 in direct material, equipment and labor cost. All work costing in excess of the Contractor's limit of liability is reported to the KO within two hours following Contractor discovery. If the repair or replacement work (individual job) exceeds the Contractor's liability limit, the Government, at its discretion, may order the work under the IDIQ section of this contract. For IDIQ work ordered from the Contractor, the Government will only be liable for the amount of cost exceeding the Contractor's liability limit. The Contractor will be responsible for labor, material and equipment cost up to the liability limit.</p> <p>Informational Notes:</p> <p>All data records and reports will be maintained by the Government in the technical library and are the property of the Government</p> <p>Informational Note: Historical Preventative Maintenance Work, which has achieved a satisfactory level of operation, and meets the requirements of the Commands DMLSS Facility Maintenance PM program, is provided in J-1601000-05.</p>	
3.4	Other Recurring	The Contractor shall perform other recurring		Systems and equipment are in an

1601000 – Chiller Plant				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
	Services	services on facilities, systems, and equipment to ensure they are fully functional and operational.		operable condition and function properly in accordance with specified standards. Other recurring services are completed in a timely manner.
3.4.1	Annual Valve Cycling	The Contractor shall (open and close) all valves four (4) inch and larger to assure proper operation.	During the first week of October, the Contractor shall cycle (open and close) all valves four (4) inch and larger to assure proper operation, lubricate stems and check for leaks. Minor repairs and adjustments shall be made during the scheduled recurring work as necessary to assure proper operation and safety. An inventory is provided in J-1601000-06.	All valves are cycled during the month of October. Minor repairs are completed.
4	IDIQ Work	IDIQ work may be ordered utilizing on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for IDIQ work will be the same as those in Spec Item 3 where applicable. Historical IDIQ work is provided in J-1601000-07.	

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4	IDIQ Work

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Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment to continuously operate, maintain, and repair the Steam and Hot Water Generation Plant, Steam and Hot Water Distribution Systems, and Condensate Return System located at the Central Energy Building Facility #4390. This facility is located at the Naval Health Clinic aboard Marine Corps Air Station, Cherry Point, North Carolina.
1.1	Concept of Operation	The Contractor is responsible for all equipment, controls and piping systems located inside the facility. Typical work performed under this PWS will include operation, management and maintenance of utility steam and hot water systems. An integrated maintenance plan for dynamic and static equipment and systems will be included in this work. Additionally major repair work, consisting of component replacement, equipment replacement and new equipment installation exceeding the integrated maintenance plan (IMP) limit of liability will be ordered under the IDIQ portion of the PWS. The Contractor will operate and maintain the Central Energy Plant 24 hours per day seven days a week. The Contractor is responsible for maintaining all systems located in the Central Energy Building up to the Firm Fixed Price Limit per equipment per component per occurrence.

1605000 – Steam		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1605000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the steam function.
2.2.1	Certification, Training and Licensing	<p>Heating and power boiler operators shall meet minimum training, certification, and experience as specified in NAVFACINST 11300.37A, section 3170.</p> <p>Plant operators shall comply with ASME and EPA certification guidance and exhibit knowledge and skills of high pressure boilers, high pressure turbines, and principles of steam production.</p>
2.3	References and Technical Documents	References and Technical Documents are listed in J-1605000-02.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	The Contractor shall efficiently operate and maintain the steam and hot water generation plant, steam and hot water distribution systems, and condensate return system to ensure the safe production and distribution of quality, reliable steam and hot water, such that all shore-to-ship steam, and steam and hot water heating requirements are continually met.	<p>The current Steam and Hot Water Generation Plant, Steam and Hot Water Distribution Systems, and Condensate Return System Description and Inventory is provided in J-1605000-03.</p> <p>Refer to J-1605000-04 for a description of typical work performed under this Sub-Annex.</p> <p>The Contractor's liability for each FFP repair and replacement work occurrence is limited to \$2,500.00 of labor, material and equipment cost per equipment or component per occurrence. If the repair or replacement work (individual job) exceeds the Contractor's liability limit, the Government, at its discretion, may order the work under the IDIQ section of this contract. For IDIQ work ordered from the Contractor, the Government will only be liable for the amount of cost exceeding the Contractor's liability limit. The Contractor will be responsible for labor, material and equipment cost up to the liability limit.</p> <p>The Contractor shall shut-down, restart, and perform operational checks on all equipment affected by both scheduled and unscheduled utility outages at no additional cost to the Government.</p> <p>The contractor shall maintain current all drawings, equipment inventories and diagrams and submit updates per Section F.</p> <p>The Contractor shall develop a list of critical spare parts and maintain such an inventory of critical spare parts required to keep the entire system in continuous service to meet steam and hot water demand requirements.</p>	Steam and hot water are continuously and safely produced and distributed and meet minimum quality standards and demand requirements.
3.1	Operation	The Contractor shall operate the steam and hot water generation plant, steam and hot water distribution System, and condensate return	Operation consists of “watch-standing” or attendance type work by a sufficient staff of qualified persons during a specified time period to ensure safe, reliable, efficient generation and distribution of steam and hot water.	Plant and system equipment and components are efficiently, safely and continuously operated per specified operating

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		<p>system to efficiently and safely produce quality steam and hot water to ensure all shore-to-ship steam and installation steam and hot water heating requirements, at all times of operation, throughout the contract period.</p>	<p>Operation of the steam and hot water generation plant, steam and hot water distribution systems, and condensate return system includes equipment and system components, such as, plant boilers, heat recovery steam generators (HRSGs), heat exchangers, monitoring and controls systems, meters, steam traps, pumps, valves, and distribution lines, and includes tasks, such as, monitoring and regulation of equipment controls, maintaining operating records, logs, and reports, and examination, lubrication and minor adjustment of equipment and system components.</p> <p>Plant and systems equipment and components shall be efficiently and safely operated per ANSI and ASHRAE Standards, OMSI, and other specific operating manuals, procedures, and instructions; however, avoid specifying processes.</p> <p>Safe operation shall ensure that all heating and power boilers and equipment requiring operator attendance are staffed by qualified plant operators at all times of operation. No plant boilers requiring certification shall be operated without a valid NAVFAC Form 9-11014/32 (3/67), Inspection Certificate for Boiler-Unfired Pressure Vessel. The KO shall be notified immediately when unsafe conditions are discovered, following repair of a pressure component, and, after any major modification to boilers, control equipment or auxiliaries. The affected equipment shall not be placed back in operation until written authorization is received from a Government certified boiler inspector. The Notification of Unsafe Conditions Report shall be submitted per Section F.</p> <p>Where multiple heating and power boilers exist, the Contractor shall rotate their operation to ensure that each boiler is fully functional at all times.</p> <p>The Contractor shall develop, update, and post in clear view for operators, written Standard Operating Procedures (SOPs).</p>	<p>criteria to produce quality steam and hot water to meet demand.</p> <p>Unscheduled interruptions are minimized such that steam temperature and pressure (quality) and hot water temperature demands are met 99.9 percent of the time annually.</p>

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>SOPs shall be submitted per Section F.</p> <p>Historical Steam and Hot Water Requirements are shown in J-1605000-05. During normal operations, the peak steam demand is 2,100 MBTU(H) in the summer months and 5,500 MBTU(H) for the winter months.</p>	
3.1.1	Steam Quality	The Contractor shall produce and distribute steam to ensure the minimum pressure, temperature and purity requirements are met.	Steam pressure shall be maintained at a minimum of 100 pounds per square inch gage (psig) exiting the boiler.	Steam meets the minimum specified pressures, temperature and purity requirements throughout the plant and distribution system.
3.1.2	Plant Boiler Combustion Limits and Efficiencies	The Contractor shall efficiently operate plant boilers to ensure specified combustion limits and efficiencies are continuously met or exceeded.	<p>Plant boiler combustion limits shall be established by mutual test with the Government within 30 days following start of contract.</p> <p>Combustion limits, efficiency ratings and flue gas constituents shall be determined, checked, and measured per 3140 of NAVFACINST 11300.37.</p>	<p>Established combustion limits and combustion efficiencies for plant boilers are continuously met or exceeded.</p> <p>Plant boiler efficiency rating meets or exceeds 85 percent per boiler.</p>
3.1.3	Heating and Power Boiler Minimum Operator Attendance	The Contractor shall provide boiler operators in sufficient quantities of staffing per shift to ensure the safe and efficient operation of the heating and power boilers at all times of operation, 24 hours per day, seven days per week throughout the contract period.	<p>Minimum attendance requirements for boilers shall comply with NAVFACINST 11300.37A, Chapter 3, Part 1.</p> <p>Attendance visits for operating boiler(s) shall be of sufficient duration to observe a complete operational cycle and perform operator checks.</p>	Heating and power boiler operators met minimum attendance requirements specified in NAVFACINST 11300.37A.
3.1.4	Boiler Water Testing and Treatment Program	The Contractor shall provide and implement a boiler water testing and treatment program to ensure optimum equipment operation and efficiency.	<p>The Contractor shall develop and submit a Boiler Water Testing and Treatment Program, per Section F.</p> <p>For hot water boilers with capacities exceeding 5 MBTU(H) and steam boilers with capacities exceeding 0.4 MBTU(H), samples of feedwater, boiler water and condensate shall be independently tested</p>	<p>Boiler water is sampled and tested in accordance with the Contractor's incorporated boiler water testing and treatment program.</p> <p>Laboratory</p>

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>and certified monthly by an independent laboratory approved by the KO for simultaneous comparison with Contractor analyses.</p> <p>Suggested water quality standards for boiler water and feedwater are specified in UFC 3-430-08N, Section 7.</p> <p>Informational Notes: Recommended frequencies for sampling boiler water are specified in UFC 3-430-08N, Section 7.</p>	<p>analyses confirm that boiler water meets the suggested water quality standards for boiler water and feedwater as specified in UFC 3-430-08N, Section 7.</p>
3.1.5	Operating Records, Logs and Reports	The Contractor shall prepare, submit and maintain operating records, logs and reports for in-process tracking of plant output characteristics to ensure records, logs, and reports are current and complete.	Per NAVFACINST 11300.37A, Chapter 3; Part 1, DoD FGS, or local installation instruction, a monthly operating records report shall be submitted to the KO per Section F, within three days following the end of the month during which the work was performed. Deliverables shall include copies of daily operating logs, chemical content, pressure readings, chemical dosages, filter backwash frequencies, flow rates, and other laboratory records, maintenance records, corrosion tests, personnel records, emergency condition records, and operating costs.	All required operating records, logs, and reports are maintained current and complete and applicable copies provided to the KO within the specified times.
3.1.6	Steam Plant Controls and Monitoring System	The Contractor shall operate the Steam Plant Controls and Monitoring System to efficiently produce and distribute heated media.	<p>The contractor shall operate and monitor the Inet 2000 Monitor and Control system to operate plant equipment.</p> <p>The Contractor shall operate and monitor the Steam Plant controls to provide steam at 100 psi gage.</p>	<p>Steam is continuously maintained within specified operating limits.</p> <p>Systems and equipment are monitored and operated to efficiently produce and distribute heated media</p>
3.2	Maintenance	The Contractor shall maintain the Steam and Hot Water Generation Plant, Steam and Hot Water Distribution Systems, and Condensate Return System at their current conditions to meet their intended purpose and sustain maximum	The Contractor is responsible for maintaining and repairing the steam boilers, boiler auxiliaries, hot water and distribution system. This shall include, but is not limited to: cleaning the boiler fire side and tubes; adjusting, repairing and/or replacing parts to the systems; boiler components including, but not limited to; the fuel oil tank, fuel oil pumps, piping, valves, gauges, thermometers, monitors, safety devices, the burners, blower motors,	Maintenance tasks are scheduled and performed on the Steam and Hot Water Generation Plant, Steam and Hot Water Distribution Systems, and Condensate Return System per the

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		life.	<p>air registers, oil metering valves, nozzles, gas valves, gauges, expansion tank, circulating pumps, motors, heat exchanger, and control devices. The Contractor shall make adjustments, repairs or replacements as necessary to correct deficiencies and supporting the annual U.S. Government boiler certification procedures.</p> <p>Maintenance shall include an Integrated Maintenance Program (IMP); annual heating and power boiler overhaul; certification assistance for heating and power boilers, heat recovery steam generators, and unfired pressure vessels.</p> <p>The Contractor shall be responsible for maintaining all systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers' standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facility or would prevent any electrical, mechanical, plumbing or structural system from functioning IAW design intent. Repairs shall be made IAW the manufacturers' specifications and guidelines. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor</p>	<p>Contractor's incorporated maintenance approach.</p> <p>Unscheduled interruptions are minimized such that steam temperature and pressure and hot water temperature demands are met 99.5 percent of the time annually</p>

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>workmanship or other Contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p> <p>In addition to FAR 52.236-9, protection of existing vegetation, structures, equipment, utilities, and improvements:</p> <p>(1) Any removal or alteration of existing work shall be accomplished in such a manner as to prevent injury or damage to any portions of the existing work, which remain. The Contractor shall warrant that all work performed conforms to contract requirements and that any existing manufacturer's warranties have been preserved and are still applicable.</p> <p>(2) Repair or replace portions of existing work which have been altered during maintenance operations to match existing or adjoining work. At the completion of maintenance operations, existing work shall be in a condition equal to or better than that which existed before new work started.</p> <p>Informational Notes. Historical Continuous Maintenance Work, which has achieved a satisfactory level of operation, is provided in J-1605000-05.</p>	
3.3	Integrated Maintenance Program	The Contractor shall develop and implement an IMP for	The Contractor shall submit an IMP to the KO to validate completeness within 30 days following award.	IMP is developed based on manufacturer's

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
	(IMP)	the Steam and Hot Water Generation Plant, Steam and Hot Water Distribution Systems, and Condensate Return System to ensure all equipment and components remain in optimum condition and sustain maximum life.	<p>The IMP shall include all equipment and components of the Steam and Hot Water Generation Plant, Steam and Hot Water Distribution Systems, Clean Steam Generators, and Condensate Return System, such as, heating and power boilers, HRSGs, monitoring and control systems, meters, heat exchangers, unfired pressure vessels (UPVs), pressure reducing stations, piping systems, chemical treatment systems, pumps, valves, steam traps, supports, hangers and insulation. Refer to J-1605000-07 for the Steam and Hot Water Generation Plant, Steam and Hot Water Distribution Systems, and Condensate Return System Description and Inventory.</p> <p>IMP, inclusive of repair and replacement, shall be performed per ANSI Standards, NFPA, OMSI, and equipment manufacturer's recommendations, commercially accepted practices and in accordance with the commands DMLSS Facility Maintenance PM Program.</p> <p>All Plant and System malfunctions and breakdowns requiring repair or replacement shall have immediate response within, four hours following Contractor discovery or Government notification, and worked continuously to completion.</p> <p>The Contractor shall notify the KO or his designated representative verbally within two hours upon discovery of any repairs required for equipment and facilities covered under the IMP that do not exceed the FFP limitations. The Contractor shall perform all repairs whenever identified, whether as part of their routine IMP accomplishment, QC inspections or notification from the Government that a breakdown or malfunction has occurred. The KO will indicate if repairs are emergency or routine.</p> <p>All Plant and System malfunctions and breakdowns requiring repair or replacement shall be responded to within eight hours following Contractor discovery or</p>	<p>recommended procedures outlined in the OMSI manuals, OEM standards, and industry best practices.</p> <p>IMP is accomplished per Contractor's incorporated Program and schedule.</p> <p>Equipment and systems are maintained and repaired to sustain a fully functional and operable condition IAW OEM specifications.</p> <p>When repair is complete the facility, system, or equipment does not present any hazard or danger to personnel.</p> <p>Response and notification times are met.</p>

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Government notification and worked continuously to completion.</p> <p>The Contractor shall perform all repairs whenever identified, whether as part of their routine IMP accomplishment, QC inspections or notification from the Government that a breakdown or malfunction has occurred.</p> <p>As part of the IMP, the Contractor has full responsibility for any individual occurrence of repair including replacement up to and including \$2,500.00 in direct material, equipment and labor cost.</p> <p>All work costing in excess of the Contractor's limit of liability is reported to the KO within two hours following Contractor discovery.</p> <p>If the repair or replacement work (individual job) exceeds the Contractor's liability limit, the Government, at its discretion, may order the work under the IDIQ section of this contract. For IDIQ work ordered from the Contractor, the Government will only be liable for the amount of cost exceeding the Contractor's liability limit. The Contractor will be responsible for labor, material and equipment cost up to the liability limit.</p> <p>Informational Note:</p> <p>Historical Preventative Maintenance Work, which has achieved a satisfactory level of operation, is provided in J-1605000-06.</p>	
3.4	Power Boiler, HRSG's and Unfired Pressure Vessels (UPV's) Certification Assistance	The Contractor shall thoroughly clean and prepare the system Heating and Power Boilers, HRSGs and UPVs to allow testing and certification. The Contractor shall perform all certification testing in the presence of the Government Certified Boiler Inspector	<p>A Historical Boiler, HRSG and UPV Testing and Certification Schedule current for all system equipment is provided in J-1605000-07.</p> <p>The Contractor shall provide advance notification to the KO when boilers, HRSGs and UPVs are ready for testing and certification, normally in conjunction with annual boiler overhaul, and shall assist in the certification process. The boiler certification process will consist of four phases: external inspection, internal</p>	Contractor successfully performs certification testing, and boilers, HRSGs and UPVs are certified when due.

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>inspection, hydrostatic pressure testing, and operational and safety testing.</p> <p>Boilers, HRSGs and UPVs shall be prepared for testing and Government certification per UFC 3-430-07 formally NAVFAC MIL-HDBK-1152.</p>	
3.5	Other Recurring Services	The Contractor shall perform other recurring services on the steam utility systems and equipment to ensure they are fully functional and operational.		<p>Steam utility systems and equipment are in an operable condition and function properly in accordance with specified standards.</p> <p>Other recurring services are completed in a timely manner.</p>

1605000 – Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	IDIQ Work	IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for IDIQ work will be the same as those in Spec Item 3 where applicable. Historical IDIQ work is provided in J-1605000-08.	

1608000

Annex 160800 Compressed Air	
Spec. Item	Title
1	General Information
2	Management and Administration
2.1	Definitions and Acronyms
2.1.1	Compressed Air Plant
2.1.2	Compressed Air Distribution System
2.1.3	DMLLS
2.1.4	NFPA
2.2	Personnel
2.2.1	Certification and Training
2.3	Work Coordination
2.4	Records and Reports
3	FFP Work
3.1	Operation
3.1.1	Compressed Air and Vacuum Plant Controls and Monitoring System
3.2	Maintenance
3.2.1	Integrated Maintenance Program (IMP)
3.2.2	Unfired Pressure Vessels (UPV) Certification Assistance
4	IDIQ Work

1608000 – Compressed Air		
Spec Item	Title	Description
1	General Information	<p>The Contractor shall provide all labor, management, supervision, tools, material, and equipment to continuously operate, maintain and repair the Compressed Air Plant for Control Air and Medical and Dental Air and Vacuum Systems located at the Central Energy Building Facility #4390. This facility is located at the Naval Health Clinic aboard Marine Air Corps Station, Cherry Point North Carolina. The Contractor is responsible for all equipment, controls and piping systems located inside the facility.</p> <p>Typical work performed under this Sub-Annex will include operation, management and maintenance of the air compressors for control air, medical and dental air and medical vacuum systems. An integrated maintenance plan for dynamic and static equipment and systems will be included in this work. Additionally major repair work, consisting of component replacement, equipment replacement and new equipment installation exceeding the integrated maintenance plan (IMP) limit of liability will be ordered under the IDIQ portion of the PWS.</p> <p>The Contractor shall operate and maintain the Central Energy Plant 24 hours per day seven days a week. The Contractor is responsible for maintaining all systems located in the Central Energy Building up to the Firm Fixed Price Limit per equipment or component per occurrence.</p>
2	Management and Administration	
2.1	Definitions and Acronyms	See Annex 0200000, Spec. Item 2.1 for additional definitions.
2.1.1	Compressed Air Plant	Any plant producing compressed air medium for the purpose of providing pneumatic services. In this application pneumatic services will be provided for control air, medical air and dental air use.
2.1.2	Compressed Air Distribution System	The system that carries compressed air/gasses or vacuum medium. The system may consist of any of the following: piping, valves, hangers, pressure controls, vacuum controls, traps, conduits, conductors, boxes, tanks, insulation, controllers etc. The Contractor is responsible for the maintenance of the distribution system inside the Central Energy Building. The portion of the distribution system located on the exterior of the Central Energy Building will be maintained by others.
2.1.3	DMLSS	Defense Medical Logistics Supply System
2.1.4	NFPA	National fire protection Association
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently operate, maintain and repair the Compressed Air Plant for Control Air, Medical Air and Dental Air and Vacuum System in accordance with the requirements of NFPA 99 Standard for Health Care Facilities, Chapter 5.
2.2.1	Certification and Training	Compressed Air Plant Operators shall comply with MO-206 Maintenance and Operation of Air Compressor Plants guidance and NFPA 99 Chapter 5, exhibiting knowledge and skills of Compressors, Unfired Pressure Vessels and Dryer systems.
2.3	Work Coordination	The Contractor shall coordinate all maintenance and repair work and

		outages in a manner that minimizes the disruption of steam services.
2.4	Records and Reports	Records and reports are listed in Section F of the solicitation. The Contractor shall submit accurate and complete documents within the required timeframes.

1608000 – Compressed Air				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	The Contractor shall efficiently operate and maintain the Compressed Air Plant and Distribution Systems to safely produce and distribute quality, reliable air systems, such that all medical air, dental air and control air requirements are continually met.	<p>The current Compressed Air Plant, and Distribution Systems, Description and Inventory is provided in J-1608000-01.</p> <p>The Contractor's liability for each FFP repair and replacement work occurrence is limited to \$2,500.00 of labor, material and equipment cost per equipment or component per occurrence. If the repair or replacement work (individual job) exceeds the Contractor's liability limit, the Government, at its discretion, may order the work under the IDIQ section of this contract. For IDIQ work ordered from the Contractor, the Government will only be liable for the amount of cost exceeding the Contractor's liability limit. The Contractor will be responsible for labor, material and equipment cost up to the liability limit.</p> <p>The Contractor shall shut-down, restart, and perform operational checks on all equipment affected by both scheduled and unscheduled utility outages at no additional cost to the Government.</p> <p>The Contractor shall develop a list of critical spare parts and maintain such an inventory of critical spare parts required to keep the entire system in continuous service to meet steam and hot water demand requirements.</p> <p>Refer to J-1608000-02 for a description of typical work performed under this Sub-Annex.</p>	<p>Compressed air and vacuum services are continuously and safely produced and distributed and meets minimum quality standards and demand requirements.</p> <p>Critical spare parts are immediately available to keep the entire system in continuous service to medical air, dental air and control air demand requirements.</p>

1608000 – Compressed Air				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.1	Operation	<p>The Contractor shall operate the Compressed Air Plant and Distribution Systems to efficiently and safely produce quality compressed air and vacuum services to meet all installation medical air, dental air, control air and medical vacuum requirements, 24 hours per day, seven days per week, throughout the contract period.</p>	<p>Operation consists of “watch-standing” or attendance type work by a sufficient staff of qualified persons during a specified time period to ensure safe, reliable, efficient generation and distribution of steam and hot water.</p> <p>Operation of the Compressed Air and Distribution System includes equipment and system components, such as, reciprocating air compressors, air dryers, dew point monitors, carbon monoxide monitors, vacuum systems, controls systems, meters, valves, and distribution lines, and includes tasks, such as, monitoring and regulation of equipment controls, maintaining operating records, logs, and reports, and examination, lubrication and minor adjustment of equipment and system components.</p> <p>Plant and systems equipment and components shall be efficiently and safely operated per MO-209, MO-206 and NFPA 99 and other specific operating manuals, procedures, and instructions.</p> <p>Safe operation shall ensure that all compressed air systems and equipment requiring operator attendance are staffed by qualified personnel at all times of operation. The KO shall be notified immediately when unsafe conditions are discovered, following repair of a pressure component, and, after any major modification to air compressors, storage tanks, control equipment or auxiliaries. The affected equipment shall not be placed</p>	<p>Plant and Systems equipment and components are efficiently, safely and continuously operated per specified operating criteria to produce quality medical air, dental air, control air and medical vacuum to meet demand.</p> <p>Unscheduled interruptions are minimized such that medical air, dental air, control air and medical vacuum services are provided 99.5 percent of the time annually.</p>

			<p>back in operation until written authorization is received from the KO.</p> <p>Where multiple air compressors, dryers and vacuum systems exist, the Contractor shall rotate their operation to assure that each system is fully functional at all times.</p>	
3.1.1	Compressed Air and Vacuum Plant Controls and Monitoring System	The Contractor shall operate the Compressed Air and Vacuum Plant Controls and Monitoring System to efficiently produce and distribute compressed air and vacuum.	<p>The contractor shall operate and monitor the Inet 2000 Monitor and Control system to operate plant equipment.</p> <p>The Contractor shall operate and monitor the Compressed Air and Vacuum Plant Controls to provide a continuous supply of compressed control air, medical air, dental air and vacuum.</p>	Systems and equipment are monitored and operated to efficiently provide compressed air and vacuum.

<p>3.2</p>	<p>Maintenance</p>	<p>The Contractor shall maintain the Compressed Air Equipment, Medical Vacuum Equipment and their Distribution Systems at their current conditions to meet their intended purpose and sustain maximum life.</p>	<p>Maintain includes repair or replacement of worn, loose, missing, or damaged mechanical and electrical components and controls; pressure switches; safety valves; worn or loose belts; unbalanced moving parts; misalignment; damaged couplings; end play of shafts, compressors, motors; and ineffective sound isolators. The Contractor shall be responsible for replacing filters and lubricants, draining tanks and water/oil separators.</p> <p>Maintenance shall include an Integrated Maintenance Program (IMP) and certification of unfired pressure vessels associated with the medical air, dental air, control air and medical vacuum systems and their and operational checks. Upon completion of work, the Contractor shall ensure all systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facility or would prevent any electrical, mechanical, plumbing or structural system from functioning IAW design intent. Repairs shall be made IAW the manufacturers' specifications and guidelines.</p> <p>The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other Contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable</p>	<p>Maintenance tasks are scheduled and performed on the Compressed Air and Vacuum Equipment and Distribution Systems per the Contractor's incorporated maintenance approach.</p> <p>Unscheduled interruptions are minimized such that compressed air and vacuum demands are met 99.5 percent of the time annually.</p>
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			<p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p> <p>In addition to FAR 52.236-9, protection of existing vegetation, structures, equipment, utilities, and improvements:</p> <p>(1) Any removal or alteration of existing work shall be accomplished in such a manner as to prevent injury or damage to any portions of the existing work, which remain. The Contractor shall warrant that all work performed conforms to contract requirements and that any existing manufacturer's warranties have been preserved and are still applicable.</p> <p>(2) Repair or replace portions of existing work which have been altered during maintenance operations to match existing or adjoining work. At the completion of maintenance operations, existing work shall be in a condition equal to or better than that which existed before new work started.</p> <p>Informational Notes. Historical Continuous Maintenance Work, which has achieved a satisfactory level of operation, is provided in J-1608000-03.</p>	
3.2.1	Integrated	The Contractor shall	The Contractor shall submit an	IMP is developed

	<p>Maintenance Program (IMP)</p>	<p>develop and implement an IMP for the Compressed Air and Medical Vacuum Systems to ensure all equipment and components remain in optimum condition and sustain maximum life.</p>	<p>IMP to the KO to validate completeness within 30 days following award.</p> <p>The IMP shall include all equipment and components of the Compressed Air Systems including Medical Air Systems, Dental Air Systems and Control Air Systems and the Medical Vacuum System and their Distribution Systems, such as, reciprocating air compressors, dew point monitors, absorption dryers, control air compressors, medical vacuum units, carbon monoxide monitoring and control systems, meters, heat exchangers, unfired pressure vessels (UPVs), piping systems, valves, supports, hangers and insulation. Refer to J-1608000-01 for the Air Compressor Plant Description and Inventory. The Contractor's IMP program shall be developed based on manufacturers' recommended procedures, OEM standards, MO-206, Maintenance and Operation of Air Compressor Plants, and MO-209, Maintenance and Operation of Steam, Hot Water, and Compressed Air Distribution Systems, for applicable systems and components, NFPA 99 Chapter 5 and in accordance with the commands DMLSS Facility Maintenance PM Program.</p> <p>The Contractor shall notify the KO or his designated representative verbally within two hours upon discovery of any repairs required for equipment and facilities covered under the IMP that do not exceed the FFP limitations. The Contractor shall perform all repairs whenever identified, whether</p>	<p>based on manufacturer's recommended procedures outlined in the OMSI manuals, OEM standards, and industry best practices.</p> <p>IMP is accomplished per Contractor's incorporated Program and schedule.</p> <p>Equipment and systems are maintained and repaired to sustain a fully functional and operable condition IAW OEM specifications.</p> <p>When repair is complete the facility, system, or equipment does not present any hazard or danger to personnel. Response and notification times are met.</p>
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			<p>as part of their routine IMP accomplishment, QC inspections or notification from the Government that a breakdown or malfunction has occurred. The KO will indicate if repairs are emergency or routine.</p> <p>All Plant and System malfunctions and breakdowns requiring repair or replacement shall be responded to within eight hours following Contractor discovery or Government notification and worked continuously to completion.</p> <p>The Contractor shall perform all repairs whenever identified, whether as part of their routine IMP accomplishment, QC inspections or notification from the Government that a breakdown or malfunction has occurred.</p> <p>As part of the IMP, the Contractor has full responsibility for any individual occurrence of repair including replacement up to and including \$2,500.00 in direct material, equipment and labor cost.</p> <p>All work costing in excess of the Contractor's limit of liability is reported to the KO within two hours following Contractor discovery.</p> <p>If the repair or replacement work (individual job) exceeds the Contractor's liability limit, the Government, at its discretion, may order the work under the IDIQ section of this contract. For IDIQ work ordered from the Contractor, the Government will only be liable for the amount of cost exceeding the Contractor's liability limit. The Contractor</p>	
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			<p>will be responsible for labor, material and equipment cost up to the liability limit.</p> <p>Informational Note:</p> <p>Historical Preventative Maintenance Work, which has achieved a satisfactory level of operation, is provided in J-1608000-04.</p>	
3.2.2	Unfired Pressure Vessels (UPV) Certification Assistance	The Contractor shall thoroughly clean and prepare the system UPVs to allow testing and certification. The Contractor shall perform all certification testing in the presence of the Government Certified Boiler Inspector.	<p>A Historical UPV Testing and Certification Schedule current for all system equipment is provided in J-1608000-05.</p> <p>The Contractor shall provide advance notification to the KO when UPVs are ready for testing and certification, and shall assist in the certification process. The certification process will consist of four phases: external inspection, internal inspection, hydrostatic pressure testing, and operational and safety testing.</p> <p>UPVs shall be prepared for testing and Government certification per UFC 3-430-07 formally NAVFAC MIL-HDBK-1152.</p> <p>This document is available from the KO or at the following link: http://www.wbdg.org/ccb/DOD/UFC/ufc_3_430_07.pdf</p>	<p>Operational UPVs are cleaned and prepared for testing and Government certification per UFC 3-430-07.</p> <p>Contractor successfully performs certification testing, and UPVs are certified when due.</p>
4	IDIQ Work	IDIQ work may be ordered on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	<p>Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for IDIQ work will be the same as those in Spec Item 3 where applicable.</p> <p>Historical IDIQ is provided in J-1608000-06.</p>	

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the

performance of such service or (2) terminate the contract for default.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

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

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 6 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the

Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ___10___ percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ___10_ percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9304 Estimating the Price of Nonperformed or Unsatisfactory Work. As prescribed in 46.407-100(b), insert the following clause:

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

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

CLAUSES INCORPORATED BY FULL TEXT

E.1 ACCEPTANCE

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.

CLAUSES INCORPORATED BY FULL TEXT

E.2 CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extent of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

CLAUSES INCORPORATED BY FULL TEXT

E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

Section F - Deliveries or Performance

DELIVERABLES

0200000 – Management and Administration

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO	1	As required
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.6.7.1	N/A	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.6.7.2	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO	1	As specified
0200000/ 2.6.7.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO	1	Monthly
0200000/ 2.6.8	N/A	Property Management Plan	Within 45 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.2.4	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO	1	As specified

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October	KO	1	Annually for labor executed during the period of performance during each Government fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO	1	As required
0200000/ 2.8.7	N/A	Personnel Security Investigation (PSI), Fingerprint Card (FD87), and OF-306 Declaration for Federal Employment	Prior to employee access to sensitive unclassified information.	KO/ Security Manager	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.3	N/A	Compliance Plans, Programs, and Procedures	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.5	N/A	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.5	N/A	Weight Handling Equipment Accident Report	Within 15 working days of accident.	KO	1	As required
0200000/ 2.9.5	N/A	Crane and Rigging Gear Near Miss Report	Within 15 working days of accident.	KO	1	As required
0200000/ 2.9.7	N/A	Monthly On-Site Labor Report	First work day of each month.	KO	1	Monthly

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.8	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required
0200000/ 2.9.10	N/A	Safety Certifications	Within 15 calendar days after award and as old certifications expire.	KO	1	As specified
0200000/ 2.10.2.1	N/A	Class I ODS Report	Within 24 hours following delivery of refrigerant to DLA	KO	1	As required
0200000/ 2.10.2.5	N/A	Emergency Planning and Community Right- To-Know Act (EPCRA) Report	Within 15 calendar days after contract award and not less than 10 working days prior to planned use of hazardous material.	KO	2	As specified
0200000/ 2.10.2.5	N/A	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO	2	Annually
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	Within 15 calendar days after award and within 15 calendar days after exercised option periods.	KO	1	Annually
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO	1	Annually

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.3.2	N/A	Recovered Material Certification	.As specified	KO	1	When a product containing recovered materials is equal to or better than the original and could be used.

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1601000/3	N/A	Changes to the Chiller Plant, and Distribution Systems, Inventory and Drawings	Within 15 days of a change in system description, inventory, and drawings	KO	4	As Specified
1601000/3	N/A	Critical Spare Parts Inventory	15 days after award	KO	4	Once. Update if the requirements change.
1601000/3.1	N/A	Notification of Unsafe Conditions	Within 24 hours of occurrence	KO	4	As specified
1601000/3.1	N/A	Standard Operating Procedures	15 days after award and 5 days after changes	KO	4	After award and as required thereafter
1601000/3.1.2	N/A	Chiller Plant and Hydronic Systems Testing and Treatment Programs	3 days following the end of the month during which work was performed	KO	4	Monthly
1601000/3.1.4	N/A	Operating Records, Logs and Reports	3 days following the end of the month during which work was performed	KO	4	Monthly
1601000/3.2	N/A	Maintenance Program	Within 30 days following award	KO	4	As Specified
1601000/3.3	N/A	Integrated Maintenance Program (IMP)	Within 30 days following award	KO	4	As Specified

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency/ Media/ Approval?
				Original / Copies	Number of Copies (including original)	
1605000/3.0	N/A	Steam and Hot Water Generation Plant, Steam and Hot Water Distribution Systems, and Condensate Return System inventory, drawings and diagrams	Within 15 days of a change in system description, inventory, drawings and diagrams	KO	4	As Specified
1605000/3.0	N/A	Critical Spare Parts Inventory	By the 10 th day of the preceding month	KO	4	As Specified
1605000/3.1	N/A	Notification of Unsafe Conditions	Within 24 hours of occurrence	KO	1 ea per occurrence	As Specified
1605000/3.1	N/A	Standard Operating Procedures	Within 30 days following award and within 5 days of any change.	KO & On-Site	4	As Specified
1605000/3.1.4	N/A	Boiler Water Testing and Treatment Program	Within 30 days following award	KO	4	As Specified
1605000/3.1.5	N/A	Operating Records, Logs, and Reports	As specified	KO	As specified	As Specified
1605000/3.2	N/A	Preventive Maintenance Program	Within 30 days following award	KO	4	As Specified
1605000/3.3	N/A	Integrated Maintenance Program (IMP)	Within 30 days following award	KO	4	As Specified
1605000/3.3	N/A	Monthly IMP Schedule and IMP Maintenance and Repair Status Report	3 days following the end of the month	KO	4	Monthly

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency/ Media/ Approval?
				Original / Copies	Number of Copies (including original)	
1608000/3.2	N/A	Maintenance Program	Within 30 days following award	KO	4	As Specified
1608000/3.2.1	N/A	Integrated Maintenance Program (IMP)	Within 30 days following award	KO	4	As Specified

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

F.1 LOCATION

The work shall be located at the Naval Health Clinic, MCAS Cherry Point NC.

F.2 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of 12 months commencing 1 October 2015. The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (FAC) (JUN 1994) clause, Section I". In the option periods the Government will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-0006 LINE ITEM SPECIFIC: PRORATION. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

Navy Construction/Facilities Management (NAVCON) Invoice

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

N44248/FSCS

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

Back up documentation (affidavit, QC certification, Monthly Estimate for Voucher, Updated Progress Schedule, Safety Checklist, and Updated Submittal Register) shall be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product and Adobe are attachable to the invoice in WAWF.

The following information regarding Equipment Operation and Maintenance for the Central Energy Building, Naval Health Clinic, MCAS Cherry Point, North Carolina NC is provided For completion of the invoice in WAWF:

WAWF Invoice Type	NAVCON Invoice
Issue By DoDAAC	N40085

Admin DoDAAC	N40085
Inspect By DoDAAC	N44248/FSCS
Accept By DoDAAC	N44248/FSCS
Contracting Officer DoDAAC	N44248/FSCS
LPO (Certifier) DoDAAC	N44248/FSCS
Pay DoDAAC	N68732

For invoice building purposes, use CLIN 0001.

The contractor shall submit invoices for payment per contract terms.
The Government shall process invoices for payment per contract terms.

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

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

Not applicable

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

(252) 466- 5930

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

X_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

G.1 CONTRACT ADMINISTRATION

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

NAVFAC MID-ATLANTIC FEAD MCAS Cherry Point
PO BOX 8006
MCAS Cherry Point, NC 28533-0006

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.223-3 Hazardous Material Identification And Material Safety Data JAN 1997

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9306, PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

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

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

(End of clause)

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 10 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Contractor Support of Electronic Contracting (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

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

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

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

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

(c) Paragraphs (a) and (b) above apply to both new solicitations and to existing contracts awarded without the DOD EMALL clause and provision.

(d) DOD EMALL orders will not exceed \$100,000.00 for services and construction.

(e) No IDIQ orders will be accepted for processing through a NAVFAC contract's office that can be ordered directly by the client through DOD EMALL unless approved by a waiver. It is the intent that IDIQ or combination FP/IDIQ contracts will be placed on DOD EMALL. If a contract has been posted on DOD EMALL and a client request a task order be issued not using DOD EMALL, a waiver by the Echelon III CCO is required for each order. In no case shall the waiver process be utilized to provide a customer the flexibility to circumvent use of DOD EMALL. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III CCO.

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	Procurement Integrity--Service Contracting	SEP 1990
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American--Supplies	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013

52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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	DEC 2014
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7035	Buy American--Free Trade Agreement--Balance Of Payments Program Certificate--Basic (Nov 2014)	NOV 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of Firm Fixed Price CLINS.

(2) Any order for a combination of items in excess of Firm Fixed Price CLINS; or

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 9/30/2020.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

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

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

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

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 561210 assigned to contract number

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions

made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such

delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor

or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

(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 \$100,000 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)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JULY 2014)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "active duty wartime or campaign badge veteran," and "recently separated veteran," have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.
(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that

the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the 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 base 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 base 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)

52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under the Act, by complying with the submission

and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

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

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

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

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

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

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

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

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

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

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

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

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to

establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)	<u>Physical and Environmental Protection</u>	SC-7
AC-6	AU-7			SC-8(1)
AC-7	AU-8			SC-13
AC-11(1)	AU-9			SC-15
AC-17(2)		<u>Incident Response</u>		SC-28
AC-18(1)	<u>Configuration</u>		PE-2	
AC-19			PE-3	

AC-20(1) AC-20(2) AC-22	<u>Management</u> CM-2 CM-6 CM-7 CM-8	IR-2 IR-4 IR-5 IR-6	PE-5 <u>Program Management</u> PM-10	<u>System & Information Integrity</u> SI-2 SI-3 SI-4
<u>Awareness & Training</u> AT-2	<u>Contingency Planning</u> CP-9	<u>Maintenance</u> MA-4(6) MA-5 MA-6	<u>Risk Assessment</u> RA-5	

Legend:

- AC: Access Control
- AT: Awareness and Training MP:
- AU: Auditing and Accountability
- CM: Configuration Management
- CP: Contingency Planning
- IA: Identification and Authentication
- IR: Incident Response
- MA: Maintenance
- MP: Media Protection
- PE: Physical & Environmental Protection
- PM: Program Management
- RA: Risk Assessment
- SC: System & Communications Protection
- SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).

- (vi) Contract clearance level.
 - (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.
 - (viii) DoD programs, platforms or systems involved.
 - (ix) Location(s) of compromise.
 - (x) Date incident discovered.
 - (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
 - (xii) Description of technical information compromised.
 - (xiii) Any additional information relevant to the information compromise.
- (2) Reportable cyber incidents. Reportable cyber incidents include the following:
- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
 - (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—
- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
 - (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
 - (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, 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--

(1) "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, and further defined in the ITAR, 22 CFR Part 120; and

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

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) 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.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.216-9306, PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

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

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

(End of clause)

5252.216-9310 COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT (MAR 2002)

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

5252.216-9313 MAXIMUM QUANTITIES (JUN 1994)

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT" clause, the minimum guarantee of work is the firm fixed-price portion of the contract. The maximum dollar value of the contract is the total dollar value of the fixed-price and indefinite quantity items. The maximum shall not be exceeded except as may be provided by formal modification to the contract.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months. (End of Clause)

5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

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

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Section J Attached Separately

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation DEC 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(2) The small business size standard is \$38,500,000.00..

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies

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

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

(End of provision)

52.222-22 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)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

- (i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (MAY 2015)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at www.dla.mil/SmallBusiness/Pages/ptac.aspx.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of clause)

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

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

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

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

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

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

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

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

specified in the amendment(s).

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

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

(i) The solicitation number;

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

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

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

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

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

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

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

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

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except

clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below: See price proposal solicitation submittal requirements in 5252.215-9300.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVFAC Mid-Atlantic
FEAD Cherry Point
PO Box 8006
Cherry Point, NC 28533-0006

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

- (a) PROPOSAL REQUIREMENTS. The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

- (b) The offeror shall submit the following information:

- (1) 1 completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

- (2) 3 copies of the technical proposal.

- (3) 3 copies of the cost/price proposal.

(c) **TECHNICAL PROPOSAL.** The offeror shall submit (1) original marked “Original” and (3) copies, marked “Copy”, in a separate three ring binder with the following:

- ... 8 ½ x 11 format
- ... 12 point font
- ... Page count shall be limited to 75 pages – page count excludes cover pages and tabs. **PAGES THAT EXCEED THE PAGE LIMITATION SHALL NOT BE EVALUATED**
- ... A complete electronic copy of the technical proposal as a single .pdf file on a CD-ROM (include with the “Original” technical submission)
- ... Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, CAGE Code, Point of Contact, Title, Phone Number and Email Address

In the event of any discrepancies, the original hard copy of the proposal will govern.

Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M.

(1) Factor 1, Corporate Experience:

(i) Solicitation Submittal Requirements:

The offeror shall provide information on a minimum of one (1) and a maximum of five (5) relevant projects within the past five (5) years from the date of receipt of proposals which demonstrate relevant experience similar to the size and scope of the solicitation.

The attached Corporate Experience Form is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP as described above.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects shall be submitted for each Joint Venture partner. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

(2) Factor 2, Safety:

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information:

(1) Experience Modification Rate (EMR): For the three previous complete calendar years, 2012, 2013 and 2014, the offeror shall submit EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years, 2012, 2013 and 2014, the offeror shall submit OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element.

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

(3) Factor 3, Past Performance:

(i) Solicitation Submittal Requirements:

If a completed CPARS evaluation is available for the project(s) listed under Factor 1, Corporate Experience, it shall be submitted with the proposal. If there is not a completed CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Corporate Experience.

AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

If a CPARS evaluation is not available, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror shall complete and submit with the proposal the first page of the PPQ (Attached), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Kim Lacy via email at kimberly.c.lacy@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last three (3) years from the date of receipt of proposals, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

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

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

A copy of the blank Past Performance Questionnaire to be used for requesting client references is attached.

(d) PRICE PROPOSAL

(1) Solicitation Submittal Requirements: The offeror shall submit (1) original, marked "Original", and (3) copies, marked "Copies", in a separate three ring binder with the following:

- ... SF33, signed with all amendments acknowledged
- ... ELINS (Exhibit Line Items Schedule of Prices), One Hard Copy and One Electronic Copy in .xls form (Compact Disk)
- ... Copy of Representation and Certifications from ORCA
- ... Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, CAGE Code, Point of Contact, Title, Phone Number and Email Address

In the event of any discrepancies, the original hard copy of the proposal will govern.

(End of clause)

5252.237-9302 SITE VISIT (JUL 1995)

a. The site will be available for visitation at 1000 am on Tuesday, July 28, 2015. Please meet in Building 163, front lobby. Contact Kim Lacy at (252) 466-4751 or Kimberly.c.lacy@navy.mil if you plan on attending. Please be sure to bring hard toe shoes, hard hat and safety glasses. You will not be able to attend the site visit without the required PPE. The site visit is not required to submit a proposal however it is helpful to ensure offerors understand the nature of the work.

(a) Visitors may be required to present documentation evidencing personal identification and firm affiliation.

Section M - Evaluation Factors for Award

BASIS FOR AWARD

SECTION M: EVALUATION FACTORS FOR AWARD

Basis for Award

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of one (1) technically acceptable proposal with the lowest evaluated price. In order to permit efficient competition, the following methodology will be utilized. Proposals will initially be screened for price and placed in order of price (lowest price to highest price). The Government will then evaluate the technical factors of the three (3) lowest priced proposals in accordance with the criteria for acceptability set forth in the solicitation. However, the Government, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. If one (1) of the proposals is found to be technically acceptable, the Government will make award to the offeror with the lowest price. If not, groups of three (3) proposals will continue to be evaluated in the order of lowest price to highest price until an offer is found to be technically acceptable. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purposes of establishing a competitive range. At no time during the technical evaluation will the SSEB be made aware of the offerors' pricing, nor their particular price ranking.

4. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

Evaluation Factors for Award

1. The solicitation requires the evaluation of price and the following non-price factors:

- Factor 1 – Corporate Experience
- Factor 2 – Safety
- Factor 3 – Past Performance

The distinction between Corporate Experience and Past Performance is Corporate Experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past Performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

Basis of Evaluation

(a) Price - Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

(b) Technical Factors:

(1) Factor 1, Corporate Experience:

(i) Basis of Evaluation: An offer will be rated "Acceptable" if the Corporate Experience submittal meets the solicitation requirements and demonstrates relevant experience on a minimum of one (1) and a maximum of five (5) projects within the past 5 years from the date of receipt of proposals performing as a prime contractor. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review five projects. Any projects submitted in excess of the five for Corporate Experience will not be considered.

(2) Factor 2, Safety:

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

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

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

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

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement.

(3) Factor 3, Past Performance:

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

5252.214-9300 BASIS FOR AWARD (MAR 2002)

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price of Contract Line Item 0001-0010 CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING (JUL 1990)" does not apply to this award. (End of provision)