

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 112	
2. CONTRACT NO.		3. SOLICITATION NO. N40080-16-R-0314	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL FACILITIES ENG COMMAND WASHINGTON 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 CODE N40080 TEL: FAX:			8. ADDRESS OFFER TO See Item 7		(If other than Item 7)		CODE

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until _____ local time _____ (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 ANNIE NGUYEN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-685-3144	C. E-MAIL ADDRESS annie.nguyen@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

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 Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL:		EMAIL:		(Signature of Contracting Officer)	

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 Period Recurring Work FFP Base Period Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2016 through 30 NOV 2017. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Base Period Non-Recurring Work FFP Base Period Non-Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2016 through 30 NOV 2017. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option Year 1 (OY1) Recurring Work FFP Option Year 1 Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2017 through 30 NOV 2018. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Year 1 (OY1) Non-Recurring Work FFP Option Year 1 Non-Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2017 through 30 NOV 2018. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Option Year 2 (OY2) Recurring Work FFP Option Year 2 Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2018 through 30 NOV 2019. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Option Year 2 (OY2) Non-Recurring Work FFP Option Year 2 Non-Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2018 through 30 NOV 2019. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Option Year 3 (OY3) Recurring Work FFP Option Year 3 Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2019 through 30 NOV 2020. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option Year 3 (OY3) Non-Recurring Work FFP Option Year 3 Non-Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2019 through 30 NOV 2020. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Option Year 4 (OY4) Recurring Work FFP Option Year 4 Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2020 through 30 NOV 2021. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Option Year 4 (OY4) Non-Recurring Work FFP Option Year 4 Non-Recurring Work for Refuse Collection and Disposal Services at various locations throughout the Naval District Washington in accordance with the PWS and all applicable attachments starting 1 DEC 2020 through 30 NOV 2021. See Attachment J-0200000-07 for the Exhibit Line Item Numbers. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

GENERAL INFORMATION

B1. CONTRACT TITLE:

8(a) Regional Refuse Collection, Disposal, and Recycling Services at Naval District Washington, Washington, DC

B2. TYPE OF CONTRACT

This is a performance-based facilities support indefinite-quantity contract that is comprised of both Recurring Work and Non-Recurring Work Items. The Contract Line Item Numbers (CLINs) will be firm-fixed price (FFP).

B3. PRIOR CONTRACT INFORMATION:

The contract issued as a result of this solicitation will be the follow-on contract to the existing 8(a) contract N40080-10-D-0463 for Regional Refuse Collection and Disposal Services awarded to F&L CONSTRUCTION, INC., estimated total is approximately \$5.2M (FFP: \$5M, IDIQ: \$180K*). This information is provided for informational purposes only. Prospective offers are cautioned that they should not rely on this information to determine workload as there is no assurance that workload and volume of future effort and costs will replicate past experience.

*As a result of recent policy changes, Naval Facilities Engineering Command (NAVFAC) no longer recognizes Combination Firm Fixed Price/Indefinite Delivery Indefinite Quantity (FFP/IDIQ) type contracts. This solicitation will result in award of an Indefinite Delivery Indefinite Quantity type contract that is comprised of both Recurring Work (formerly referred to as Firm Fixed Price) and Non-Recurring Work (formerly referred to as Indefinite Delivery Indefinite Quantity) Items.

B4. MAXIMUM NOT TO EXCEED (NTE) AND MINIMUM GUARANTEE

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

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

CLIN 0001 Base Period Recurring Work;

Minimum guarantees do not apply to the option periods.

B5. COMPETITION REQUIREMENTS/SET-ASIDE This procurement is being procured as a competed 8(a) set-aside.

B6. NAICS CODE: The NAICS Code assigned to this procurement is 562111 with a small business size standard of \$38.5 million. Refer to Section K, On-Line Representations and Certifications Applications (ORCA) via <https://www.sam.gov/portal/public/SAM> (FAR 52.219-1 Small Business Program Representation (May 2004)).

B7. WAGE DETERMINATION: Service Contract Labor Standards (formerly referred to as Service Contract Act) wage determination. Refer to Section Attachment, J-0200000-02.

B8. CONTRACT TERM: This contract contains provision for one Base Period of twelve (12) months with four (4) option periods (12 months each), not to exceed a total of 60 months. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clause, 5252.217-9301, Option to Extend the Term of Contract-Services. In the option periods, the Government may adjust the prices, if applicable, based on the new Department of Labor Wage Determination.

B9. BID GUARANTEE/BONDING REQUIREMENTS: NOT REQUIRED for this procurement.

B10. PERIOD OF PERFORMANCE: The proposed phase-in period, base period and option periods are as follows:

Base Period	1 December 2016 through 30 November 2017
1 st Option	1 December 2017 through 30 November 2018
2 nd Option	1 December 2018 through 30 November 2019
3 rd Option	1 December 2019 through 30 November 2020
4 th Option	1 December 2020 through 30 November 2021

B11. EVALUATION OF PROPOSALS: Please refer to Sections L & M.

B12. CONTRACT LINE ITEMS (CLINS): Description of the basic contract line items (CLINs), and option CLINs:

CLIN	Description
CLIN 0001	Base Period Recurring Work
CLIN 0002	Base Period Non-Recurring Work
CLIN 0003	Option Year 1 (OY1) Recurring Work
CLIN 0004	Option Year 1 (OY1) Non-Recurring Work
CLIN 0005	Option Year 2 (OY2) Recurring Work
CLIN 0006	Option Year 2 (OY2) Non-Recurring Work
CLIN 0007	Option Year 3 (OY3) Recurring Work
CLIN 0008	Option Year 3 (OY3) Non-Recurring Work
CLIN 0009	Option Year 4 (OY4) Recurring Work
CLIN 0010	Option Year 4 (OY4) Non-Recurring Work

B13. CONTRACT LINE ITEMS, CONTRACT EXHIBIT LINE ITEMS AND SUBCLINS

- a. Offerors shall enter unit prices for Exhibit Line Items Number (ELINs) for the Base Year Recurring Work and Base Year Non-Recurring Work. Offerors may also enter a proposed inflation rate for out year pricing *Inflation shall be submitted as a decimal (e.g. 1.01 inflation rate would indicate a 1% increase year to year), whereas 0.99 = 1% decrease year to year). This inflation rate will be utilized for all modifications throughout the contract period unless another rate is agreed upon both parties for any future ELIN items.
- b. Offerors shall enter unit prices and amounts for Contract Line Items (CLINs) and Exhibit line items (ELINs) as indicated in the schedules and accompanying exhibits. All pricing should be rounded to two (2) decimal places only. If an Offeror does not round ELIN unit prices to two (2) decimal places then the Government will round the prices and the rounded prices will be used for evaluation purposes.
- c. 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 offer and the total of the CLIN and ELIN will be recomputed accordingly. If the Offeror provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price. In the

event there is a discrepancy between the ELIN pricing and the Section B CLIN price, the Section J ELIN will be held to be the intended offer.

- d. The Schedule of Recurring Work Price (CLIN 0001, including Option Item CLINs 0003, 0005, 0007, 0009 - if exercised) and the Schedule of Non-Recurring Work (CLIN 0002, including Option Items CLIN 0004, 0006, 0008, 0010) will be used as the basis for deductions in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.
- e. Informational SubCLINs will be incorporated at the time of award with appropriate funding/lines of accounting by customer. These SubCLINs represent funding for each CLIN by customer. The contractor shall not submit totals for SubCLINs

B14. NON-RECURRING WORK CONTRACT LINE ITEM QUANTITIES:

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

B15. FULLY LOADED PRICING

Prices provided shall be fully loaded and no other allocations, fees, overheads, G&A, insurance, taxes, profits or any other markups shall be applied when an option is exercised or work is ordered for pre-priced work. Costs for technical specifications 0100000 (Annex 1) and 0200000 (Annex 2) shall be considered overhead; therefore, their costs shall be allocated and included throughout the prices quoted for all other technical specifications.

- B16. PERIOD OF PERFORMANCE – LESS THAN ONE YEAR:** Offers shall be submitted for the performance of work for a period of one year. The contractor is cautioned to recognize that the initial term of the contract may be for a period of less than one year. In the event that the period of performance is less than one year, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.

B17. GOVERNMENT PURCHASE CARD:

Non-Recurring Work may be ordered at the prices offered in one of two ways:

1. by the issuing activity using a DD Form 1155 "Order for Supplies and Services," or
2. by an authorized Government user via a Government Purchase Card (GPC through the DoD EMALL.

When receiving DoD EMALL orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

B18. CONTRACTOR SUPPORT OF ELECTRONIC FACILITIES SUPPORT CONTRACTING (e-FSC)

This procurement allows for and the Government fully intends to use DoD EMALL for issuing orders. Refer to Section H, Special Contract Requirements.

B19. UNIT PRICE ADJUSTMENTS IN OPTION PERIODS

This solicitation incorporates the Service Contract Labor Standards (formerly Service Contract Act of 1965) Wage Determination. The Wages are incorporated for the Base Period of performance only. If the Option Year is exercised, the most current Service Contract Labor Standards Wage Determination for that

option year will be incorporated into the contract and the CLIN/ELIN prices will be adjusted in accordance with FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) for the Service Contract Labor Standards Wage Determinations. The contractor warrants, by submission of his proposal that the price does not include any contingency for future wage increases.

B20. INCORPORATION OF TECHNICAL PROPOSAL (AKA NON-PRICE PROPOSAL):

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.

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.

B21. REQUEST FOR PROPOSAL (RFP) FILES: The solicitation will be competed among qualified 8(a) small businesses.

B22. SOLICITATION:

This solicitation incorporates by reference a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 1, 2, and 15. The contractor will be required to meet the specification in those Annexes as if they were set forth in Section C.

B23. PRE-PROPOSAL CONFERENCE AND SITE VISIT:

Please refer to Section L, Instructions, Conditions, and Notice to Offerors.

B24. PHASE-IN AND PHASE-OUT:

Pricing shall include applicable Phase-In and Phase-Out costs. There is no separately priced CLIN for Phase-In and Phase-Out and such costs can be distributed however the Offeror chooses. The Government recognizes that offerors may choose to front load these costs into the base year.

Section C - Descriptions and Specifications

0100000 - GENERAL INFORMATION

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 various Navy and Marine Corps locations in the District of Columbia, Maryland, and Virginia by means of a combination of performance-based contract that is comprised of both Recurring Work and Non-Recurring Work Items.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 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 Operations-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 Sub-Annex 1503030 Integrated Solid Waste Management Annex 16 Utilities-N/A Annex 17 Base Support Vehicles and Equipment -N/A Annex 18 Environmental - N/A</p>
1.2	Project Location	<p>The work shall be performed at various locations and could vary from location to location.</p> <ul style="list-style-type: none"> ... PWD WASHINGTON ... PWD SOUTH POTOMAC ... PWD ANNAPOLIS ... PWD QUANTICO ... PWD BETHESDA ... PWD JBAB

0100000 – General Information		
Spec Item	Title	Description
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional services at additional locations in addition to the services and locations identified in the recurring work 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 contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	With the nation’s capital at its heart, the Naval District Washington Region encompasses over 4,000 square miles, including the District of Columbia, Maryland and Virginia. Naval District Washington is responsible for efficiently delivering common operating support services to over 120 mission commands located within the Region. Naval District Washington is the regional provider of common operating support to twenty Naval installations within a one hundred mile radius of the Washington Navy Yard.
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	Washington's weather is seasonal subtropical with some variations between summer and winter, although it is moderated by its proximity to the coast, making its climate more moderate than cities at a similar latitude further inland. Summer tends to be very hot and humid with daily high temperatures in July and August averaging in the high 80s° to low 90s°F (about 30°C). Spring and fall are mild with high temperatures in April and October averaging in the high 60s°F (about 20°C). Winter can bring cold temperatures and, on some occasions, significant snowfall. While hurricanes (or the remnants of them) occasionally track through the area, they have often weakened by the time they reach Washington. The average annual snowfall is 17 inches (430 mm) and the average high temperature in January is 43°F (6°C); the average low for January is 24°F (-4°C).
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	<p>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:</p>
1.8.1	Partnering Philosophy	<p>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.</p>
1.8.2	Contractor's Knowledge	<p>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.</p>
1.8.3	Industry Best Practices	<p>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).</p>
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
		<p>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 Recurring Work requirements. Specification item 4 will always contain the Non-Recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all recurring work 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.</p>
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 - MANAGEMENT & ADMIN

0200000 – Management and Administration	
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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 0630-1630, 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.
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 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

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		<p>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. 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> <ul style="list-style-type: none"> * President/Vice President * Project Manager * Quality Manager * Site Safety and Health Officer <p>Sub-contractor Reps</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 applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.</p>
2.3.5	Insurance	<p>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.</p>
2.3.5.1	Certificate of Insurance	<p>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.</p>
2.3.5.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance</p>

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		<p>coverage:</p> <p>Comprehensive General Liability: \$500,000 per occurrence</p> <p>Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p>Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p>Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p>Other as required by state law or District of Columbia (whichever is applicable).</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	Additional information about NMCI may be obtained at http://www.eds.com/nmci .
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 included among the Forms in J-0200000-04.
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 below.
2.4.1	Government-Furnished Facilities (GFF)	There will be no Government Furnished Facilities.
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.

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2.4.3	Government-Furnished Materials (GFM)	There will be no Government Furnished Materials.
2.4.4	Government-Furnished Equipment (GFE)	See J-0200000-05 for government furnished equipment.
2.4.5	Government-Furnished Services (GFS)	There will be no Government Furnished Services.
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.
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 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

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		<p>deliverable, as the Contractor is responsible for all requirements of this contract.</p> <p>The Contractor shall establish and maintain a secure website for posting an electronic copy of all deliverables listed in Section F. The Contractor shall allow only authorized Government and Contractor personnel to access the website. Government personnel access shall be limited to viewing and downloading of deliverables, but restricted from posting to the website. The Contractor shall notify the Government by email whenever there are new or updated deliverables posted to the website. Each deliverable posting on the website and each email notification shall include the title of the deliverable, the spec item requiring the deliverable, and the date and time the deliverable was posted. All deliverables shall be available to authorized Government personnel 24 hours/day and 365 days/year for the duration of the contract.</p>
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. 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	Quality Management System (QMS)	<p>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:</p> <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.
2.6.6.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. 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.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <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 processes and performance of work • Procedures for inspection and surveillance of services <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance

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		<ul style="list-style-type: none"> ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management • Communication with government (customers)
2.6.6.2	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.
2.6.6.3	Quality Inspection and Surveillance Report	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	<p>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.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable,

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		<p>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.</p> <p>The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate shall be on-site within during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>For contracts \$200,000/year or less or contracts of minimal performance risk. The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p> <p>The Quality Manager shall have at least three years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
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 Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract. The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the</p>

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		pre-requisite qualification and experience.
2.7.1.4	Environmental/Energy Manager	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
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. Records shall be made available for Government review within 4 hours of request.
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 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.

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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, supervisor, company, 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.
2.8.2.1	Vehicles Inspection and Safety Requirements	The Contractor shall follow all State and DOT federal Highway commercial vehicle inspection requirements annually. The contractor is responsible for ensuring that each vehicle that enters onto Government property has been inspected annually by a qualified person who is certified to perform its inspections on the contractor's vehicle fleet in-house or at a commercial garage per 49 CFR 396.19.
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.
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</p>

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		report instances of lost or stolen badges to the Contracting Officer.
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	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.
2.8.5	Access to Buildings	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 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	The Contractor shall make arrangements for Government escort into

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	Secured Areas	<p>secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>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.</p>
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	<p>The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a National Agency Check Investigation (NACI) to verify their suitability. If the Contractor personnel currently have a favorably adjudicated NACI the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).</p> <p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-85 form on line for an NACI. The Security Manager will determine suitability. Upon a favorable NACI, the Contractor personnel shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements, applicant fingerprint card (FD87), and an OF-306 Declaration for Federal Employment per Section F. The Contractor shall be responsible for providing the fingerprint card.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
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	<p>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.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.</p>
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 SSSH and shall be followed by all Contractor employees, subcontractors, and

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		<p>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 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 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.</p> <ul style="list-style-type: none"> ... For contracts with non-recurring work 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. ... For construction (including renovation or alteration) task orders placed on the non-recurring work portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal. <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 acceptance.</p>
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</p>

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		<p>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> <p>Additional requirements for specific compliance plans are provided below. Those compliance plans required for this contract that reference additional regulatory or statutory requirements beyond that specified in EM385-1-1.</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, provided within the Forms in J-0200000-XX, for each lift.</p>
2.9.3.5	Fall Prevention and Protection Plan	<p>The Contractor shall develop 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.</p>
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 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</p>

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		<p>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> <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 an accident 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</p>

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		the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)
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	The Contractor shall submit a 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 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.</p>
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

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		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	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. 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.
2.10	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 our compliance with existing and new environmental laws and regulations; ... Enhance our program as we develop and implement an Environmental Management System; and ... 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>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</p>

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		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.
2.10.1	Energy Management Program	<p>The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.</p> <p>The Contractor shall attend periodic meetings with the Installation Energy Manager, where energy and water efficiency goals and project status will be discussed to ensure that any Contractor work complements and optimizes efficiency efforts.</p>
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
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 is 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	Non-Hazardous Waste Disposal	<p>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.</p> <p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this at appropriate off installation waste handling facilities.</p>

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		All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with base-wide instructions.
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 and with the Installation Spill Control Plan at no 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 following the format provided in J-0200000-06.</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.

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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. The Contractor shall deliver this material and equipment at the Contractor's expense to a location approved by the KO.
2.10.2.9	Asbestos Containing Material (ACM)	<u>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.</u>
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"> ... <u>Recycled Contents Products</u> ... 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><u>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</u></p>
2.10.3.1	Environmentally Preferable Products	<u>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 (e.g., 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.</u>
2.10.3.2	Use of Recovered Materials	<u>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</u>

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		<p><u>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).</u></p> <p><u>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.</u></p>
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 comply with the installation's Contingency Instruction contingency response plan The Contractor shall support the installation contingency response plan as directed by the KO.
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	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	The Contractor is fully responsible for work up to the recurring work limits. Recurring 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 within two hours of identification 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	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work ELINs are provided in J-0200000-07.
2.14.3	Common Output Level Standards (COLS) Options	The Contractor shall provide pricing for multiple COLS where indicated. The Government reserves the right to award options changing the specified COLS as detailed below.
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services	The Government intends to procure services at COL3 Additional Measures Level 3 for Region funded Facility Services for award of the base period of performance. Changes to specified COLS will be made in accordance with Section H, TERMS FOR THE USE OF OPTIONAL

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		COLS CLINS. See attachment J-0200000-08.
2.15	Non-Recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. Non-recurring 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 Non-recurring Work 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 a non-recurring 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. 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	Non-Recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring 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

0200000 - Management and Administration		
Spec Item	Title	Description
		the Non-recurring Work Exhibit Line Items (ELINs).
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 Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work 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	Non-Recurring work ELINS	Non-recurring Work ELINs are provided in J-0200000-07.

1503030 - INTEG. SOLID WASTE

1503030 – Integrated Solid Waste Management	
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1503030 - Integrated Solid Waste Management		
Spec Item	Title	Description
1	General Information	<p>The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform refuse collection, disposal and recycling at the following locations:</p> <p>Naval Support Activity Washington:</p> <ul style="list-style-type: none"> ... Washington Navy Yard, Washington DC ... Marine Barracks – 8th & I, Washington DC ... Naval Research Lab (NRL), Washington DC ... United States Naval Observatory, Washington DC ... Naval Surface Warfare Center, Carderock, West Bethesda, MD ... Arlington Service Center, Arlington, VA <p>Naval Support Activity South Potomac:</p> <ul style="list-style-type: none"> ... Naval Support Activity Dahlgren, VA ... Naval Support Activity Dahlgren Pumpkin Neck Annex, VA ... Naval Support Activity Indian Head, MD ... Naval Support Activity Indian Head Stump Neck Annex ... NRL Field Site Pomonkey, MD ... NRL Field Site Blossom Point, MD <p>Naval Support Activity Annapolis:</p> <ul style="list-style-type: none"> ... United States Naval Academy (USNA) ... NSA Annapolis ... NRL Chesapeake Beach Detachment, Chesapeake Beach, MD <p>Marine Corps Base Quantico, Quantico, VA</p> <ul style="list-style-type: none"> ... 4th Lar ... DECA Commissary ... DODEA ... MCA ... MCSC ... BUMED ... MCAF ... MCIA ... MCNOSC&MANPOWER ... IED ... DAPS ... MITNOC ... MSG ... USMC Museum ... RES SUP ... MCCA ... FSC/RMB ... MCIOC <p>Naval Support Activity (NSA) Bethesda</p>

		<ul style="list-style-type: none"> ... Walter Reed National Military Medical Center (WRNMMC) ... WRNMMC Building 55 ... WRNMMC NICOE Building 51 ... Freemont Building, Dalecarlia MD ... Navy Medical Professional Development Center (NMPDC) ... AFRR/USUHS ... NSA <p>Joint Base Anacostia Bolling (JBAB)</p> <ul style="list-style-type: none"> ... JBAB ... Navy Lodge Bellevue Area ... White House Communications ... NAVSUP, Bldg. 520 ... CNIC/J9 ... DECA Commissary ... Medical Group 579th ... DC Army National Guard (DCANG) ... Joint Air Defense Operation Command (JDOC) ... NAVFAC ... DIA ... Army Air Force Exchange Service (AAFES) ... USCG
<p>1.1</p>	<p>Concept of Operations</p>	<p>The intent of 1503030 Integrated Solid Waste Management is to specify the requirements related to the collection and disposal of solid waste and recyclable materials.</p> <p>The following services are not included in this Template:</p> <ul style="list-style-type: none"> ... Waste removal from inside buildings and service locations to waste collection points. This is included in 1503010, Custodial. ... Removal and disposal of bio hazardous waste (from areas such as medical centers) is addressed in 1800000 Environmental. ... ISWM services do not include any repair work of facilities or fixtures. This is included in 1502000, Facilities Investment.

1503030 - Integrated Solid Waste Management		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the Integrated Solid Waste Management function.
2.2.1	Certification, Training, and Licensing	The Contractor shall provide personnel with the qualification, technical knowledge, experience and skills required for efficient operations within the Integrated Solid Waste Management function.
2.3	Special Requirements	Safety requirements, operational restrictions, coordination requirements, workmanship, materials, equipment, and tools. Add additional 2.3.X Spec Items as required
2.3.1	Weight Tickets (Non-Recyclable)	Individual weight tickets denoting the date, type of truck or container, and tonnage disposed shall be submitted per Section F with the Contractor's monthly invoice. The Contractor shall also provide the total tabulated tonnage disposed during the month.
2.3.2	Permits and Licenses	Within 15 calendar days after contract award, the Contractor shall submit copies of disposal permits or other written documentation of approval and suitability of landfill or other final disposal methods.
2.4	References and Technical Documents	References and Technical Documents are listed in J-0200000-03.

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	The Contractor shall provide refuse collection, disposal and recycling services to ensure refuse and recyclables are properly collected and disposed.	<p>All contractor collection and disposal operations shall comply with all applicable local, state, and federal laws and regulations.</p> <p>No collection and disposal service performed under this contract will be intermingled with services performed for any other contracts.</p> <p>Installation scales shall be utilized where available. Trucks shall be weighed and ticketed upon entry to an installation and prior to departing. In the event scales are not available the contractor shall ensure that tonnage reported on weight tickets for a particular government installation reflects only the tonnage removed from that installation. There shall be no mingling of government and non-government tonnage when submitting weight tickets under this contract.</p> <p>See section F for tonnage disposal report requirements.</p>	<p>Refuse and recyclables are properly collected and disposed consistent with the COLs provided in J-1503030-01.</p> <p>Recycling is performed to reduce solid waste volume.</p>
3.1	Solid Waste Collection and Disposal	The Contractor shall provide collection and disposal of solid wastes to ensure compliance with local, state, and federal laws and regulations.	<p>The Contractor shall develop and submit a pickup schedule per Section F.</p> <p>The Contractor shall submit in writing to the KO for approval any changes to the pickup schedule for each of the Inventories listed in J-1503030-04.</p> <p>If the scheduled collection day falls on an observed holiday, pickup shall be on the following work day.</p> <p>Solid waste shall be collected as scheduled during periods of inclement weather unless the KO approves a delay. Any missed collections due to inclement weather or approved delays shall</p>	<p>The Contractor shall provide collection and disposal of solid wastes to ensure compliance with local, state, and federal laws and regulations.</p> <p>Solid waste is collected per the Contractor's schedule.</p> <p>Waste collection areas are free of waste following pickup operations.</p>

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>be made up within 24 hours of termination of severe weather.</p> <p>The Contractor shall respond to “On-Call” collections within 24 hours of notification of request. On-call roll-off containers shall be returned to the same location unless otherwise directed by the KO.</p> <p>Waste containers are shown in Maps and Locations provided in J-1503030-03.779</p> <p>The pick-up schedule for Indian Head is based on historical data listed in J-1503030-04.</p> <p>The pick-up schedule for Quantico is based on historical data listed in J-1503030-04.</p> <p>WNY –Contractor access to the 40 CY compactor located inside bldg. 197 and the three 8 CY containers located near buildings 116/118 will be via Half St. and Tingey St., outside the WNY compound.</p> <p>USNA – The two 8 CY pulp-only waste containers located at Bancroft Hall Bldg. 101-3 will require collection methods particular to solid pulp waste.</p> <p>All fees associated with disposal shall be paid by the Contractor.</p> <p>Open burning is prohibited and is not an authorized means of solid waste disposal.</p> <p>The Contractor shall collect and dispose of any spillage.</p>	
3.2	Recyclable Collection and Disposal	The Contractor shall recycle solid waste to ensure compliance with the installation’s waste reduction	All recyclable waste will be placed in designated containers that are segregated by the type of recyclable waste, including paper, plastics, glass, metals, and	Recyclable waste is removed from waste collection areas per the Contractor’s schedule.

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		policy.	cardboard. Recyclable Waste shall be collected as per Common Output Level Standards specified in J-1503030-01. The Contractor shall submit in writing to the KO for approval any changes to the pickup schedule for each of the Inventory listed in J-1503030-04.	Containers are returned to an upright position and lids are secured. Recyclable waste collection area are free of waste following pickup operations.
3.2.1	Recyclable Waste	The Contractor shall recycle solid waste to ensure compliance with the installation's waste reduction policy.	The Contractor shall process listed recyclables as per Common Output Level Standards specified in J-1503030-01. Income generated from the sale of recyclable material shall be returned to the Government using the POC BELOW: Qualified Recycling Program Manager Person of Contact: NAVFAC Washington Patrick Powell Moran Qualified Recycling Program Manager Naval District Washington. 1314 Harwood Street S.E, Bldg 212 Washington Navy Yard, D.C. 20374 Desk No. 202-433-0929 Email: Patrick.p.moran@navy.mil	Solid waste is recycled in accordance with installation policy.
3.3	Vehicles and Equipment	The Contractor shall maintain vehicles and equipment in a manner to ensure a clean appearance, minimal foul odors, and normal working condition.	The Contractor shall not clean vehicles and equipment on Government property. Container cleaning services include the pickup, cleaning and sanitizing the container at an off-site location, and return of a container to its original location. Containers shall be cleaned and sanitized to maintain performance standard.	Vehicles and equipment are clean, have minimal foul odors, and are maintained in normal working condition.

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Temporary containers and service shall be provided while cleaning is being performed at no cost to the Government.</p> <p>Containers used for sludge shall be cleaned each time the container is emptied.</p> <p>Informational Note: The acceptable level of cleaning and sanitizing containers was based on historical pickup frequencies and locations listed in J-1503030-04.</p>	
3.4	Solid Waste Containers	The Contractor shall provide containers suitable for the collection and disposal of solid waste.	<p>The Contractor shall submit recommended changes to the size and location of solid waste containers in writing to the KO for approval.</p> <p>The Contractor's name and phone number shall be prominently displayed on each container.</p> <p>All doors, lids, hinges, rollers, breaking devices, and other moving parts shall be maintained to keep containers in normal working condition. Bent, damaged, leaking, rusting, and unsightly containers shall be repaired or replaced in a timely manner.</p> <p>The Contractor shall not clean containers on Government property.</p> <p>Containers shall be placed in waste collection areas as shown on the Maps and Locations provided in J-1503030-03.</p>	All containers are of standard commercial-industrial grade and are clean, have minimal foul odors, and maintained in normal working condition.
3.4.1	Refuse	The Contractor shall provide containers suitable for the collection and disposal of refuse.	Containers shall be specifically designed for food waste and shall be leak-proof and rust-proof.	All containers are suitable for the collection and disposal of refuse. Containers do not leak.
3.4.2	Recyclables	The Contractor shall provide containers suitable for the	The Contractor shall provide containers for the listed recyclables as per Common	All containers are suitable for the collection and recycling

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		collection and recycling of materials.	Output Level Standards specified in J-1503030-01. Containers shall be labeled with the type of recyclable material to be collected.	of materials and correctly labeled.
3.5	Compactors and Containers	The Contractor shall provide compactors and containers suitable for the collection and disposal of solid waste.	The Contractor shall make electrical connections to compactors in accordance with local policy. The Contractor shall maintain compactors and containers in accordance with the manufacturer's instructions. Compactors and containers provided by the Contractor shall be of the capacities specified in Maps and Locations provided in J-1503030-03, and specifically designed to handle commercial and industrial solid waste.	Compactors and containers are suitable for the collection and disposal of solid waste. Compactors and containers are of standard commercial-industrial grade and in normal working condition.

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	Non-Recurring Work	Non-Recurring 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 Non-Recurring 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 Non-Recurring work will be the same as those in Spec Item 3 where applicable.	

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

252.219-7011 Notification to Delay Performance

JUN 1998

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

SECTION E NFAS CLAUSES

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

(b) 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.

(c) 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.

(End of clause)

5252.237-9300 SCHEDULE OF DEDUCTIONS (NOV 1998)

(a) Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Item 0001, 0003, 0005, 0007, and 0009. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

(b) Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions, which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

(End of clause)

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

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

(a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

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

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

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ 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 _____ percent of the computed cost.

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

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

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of _____ minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below;

(1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES.

(End of clause)

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

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

(End of clause)

Section F - Deliveries or Performance

SECTION F0200000 – 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.	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 required
0200000/ 2.3.5.1	N/A	Certificate of Insurance	Within 15 calendar days after award and at least 5 business days of changes.	KO	1	As specified
0200000/ 2.6.3	N/A	Work Schedule	Within 15 calendar days after award and at least 5 business days before proposed changes.	KO	1	Daily
0200000/ 2.6.6.1	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/ 2.7.1	N/A	Organizational Chart	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
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)

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.8.1	N/A	Employee List	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.8.2.1	J-1503030-05	Vehicles Inspection and Safety Requirements	15 days after award/Annually	KO	1	Electronically
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
2.8.8	N/A	Access to Sensitive Unclassified Information	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	J-0200000-05	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar 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	
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/ 2.10.1.1	N/A	Water Conservation Plan	Within 15 calendar days after award and for changes.	KO	1	As specified
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	1	As specified
0200000/ 2.10.2.5	J-0200000-06	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	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	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
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.
1503030 2.3.1	N/A	Recyclable Accounting Revenue Receipts	Monthly No later than the 5 th of the month	KO	1	Electronically
1503030 2.3.2	N/A	Weight Tickets	Monthly No later than the 5 th of the month	KO	1	Electronically
1503030 3.1	J-1503030-04	Solid Waste Collection Schedule	15 days after award/Annually	KO	1	As specified
	See Section H.3	Limitations in Subcontracting	Biannually with 6-month & 12-month invoices	KO/COR	1	6-month & 12- month invoices

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2016 TO 30-NOV-2017	N/A	NAVAL FACILITIES ENG COMMAND WASHINGTON JAMES H. WAITE 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 (202) 685-3141 FOB: Destination	N40080
0002	POP 01-DEC-2016 TO 30-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0003	POP 01-DEC-2017 TO 30-NOV-2018	N/A	N/A FOB: Destination	

0004	POP 01-DEC-2017 TO 30-NOV-2018	N/A	N/A FOB: Destination
0005	POP 01-DEC-2018 TO 30-NOV-2019	N/A	N/A FOB: Destination
0006	POP 01-DEC-2018 TO 30-NOV-2019	N/A	N/A FOB: Destination
0007	POP 01-DEC-2019 TO 30-NOV-2020	N/A	N/A FOB: Destination
0008	POP 01-DEC-2019 TO 30-NOV-2020	N/A	N/A FOB: Destination
0009	POP 01-DEC-2020 TO 30-NOV-2021	N/A	N/A FOB: Destination
0010	POP 01-DEC-2020 TO 30-NOV-2021	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order
252.247-7023 Transportation of Supplies by Sea

AUG 1989
APR 2014

Section G - Contract Administration Data

SECTION G

G1. CONTRACT ADMINISTRATION

This solicitation will result in the award of one (1) contract. Upon award of this contract, Contract Administration shall be assigned to the following Facilities Contracting Department.

NAVFAC WASHINGTON CORE
1314 Harwood St. SE
Building 212
Washington Navy Yard, DC 20374

G2. RELEASE OF CLAIMS

The contractor shall, with the final invoice for the base term and each option period, provide a release of claims worded similar to the following:

“The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising to day out of said contract.”

G3. MODIFICATION PROPOSALS- PRICE BREAKDOWN

- a. The Contractor, in connection with any proposal submitted for a contract modification, shall itemize a price breakdown, as required by the Contracting Officer. Unless otherwise directed, the breakdown shall contain sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar price breakdown.
- b. In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

G4. INVOICING INSTRUCTIONS

- a. Invoices for services rendered under this contact shall be submitted electronically through Wide Area Work Flow (WAWF), in accordance with DFARS 252.232-7006, Electronic Submission of Payment Requests (MAY 2013) using Wide Area Work Flow (WAWF) and DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- b. Invoices for Non Recurring /Task Order work shall be processed according to the guidance submitted within each task order placed under this contract. Specific invoicing instructions as required by DFARS 252.232-7003. "NOTE: ROUTING TABLE INFORMATION WILL BE PROVIDED ON INDIVIDUAL TASK ORDERS."
- c. To comply with the clause 252.232.7003, Electronic Submission of Payment Requests (MAY 2013), the contractor is required to register for WAWF at <https://wawf.eb.mil/>. WAWF training is available from the WAWF main website, or direct at: <http://www.wawftraining.com>. WAWF questions should be directed to the WAWF helpdesk at 866-618-5988.

CLAUSES INCORPORATED BY REFERENCE

252.204-0006	Line Item Specific: Proration	SEP 2009
252.204-0011	Contract-wide: Proration	SEP 2009
252.204-7006	Billing Instructions	OCT 2005

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: N40080-16-D-0314

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

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

Inspection: N40080
 Acceptance: N40080

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40080
Admin DoDAAC	N40080
Inspect By DoDAAC	N40080
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N40080
Service Acceptor (DoDAAC)	N40080
Accept at Other DoDAAC	N/A
LPO DoDAAC	N40080
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

Acceptor: Robin Brower, email: robin.brower@navy.mil
 Inspector: Cari Gill, email: cari.gill@navy.mil
 Certifier: Jim Waite, email: james.h.waite@navy.mil

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

Robin Brower, email: robin.brower@navy.mil

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

(End of clause)

Section H - Special Contract Requirements

SECTION HH1. Contractor Support of Electronic Facilities Support Contracting (e-FSC):

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 current list of GPC users authorized to place orders with the contractor for services will be furnished by letter to the contractor from the Contracting Officer.

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.

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 each preceding 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.

H2. Historical and Archaeological Resources:

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

H3. Subcontracting:

After award and the start of performance, the contractor shall provide a biannual report to the Contracting Officer and Contracting Officer Representative (COR) listing the percentages and value of subcontracted work accomplished. If necessary, additional information may be requested by the Contracting Officer so that the Government may monitor the requirement for this service contract under FAR clause 52.219-14 Limitations on Subcontracting.

CLAUSES INCORPORATED BY REFERENCE

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014

52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-20	Warranty Of Services	MAY 2001
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7007	Reporting of Government-Furnished Property	AUG 2012

252.215-7000	Pricing Adjustments	DEC 2012
252.216-7006	Ordering	MAY 2011
252.217-7012	Liability and Insurance	AUG 2003
252.219-7010	Notification of Competition Limited to Eligible 8(A) Concerns--Partnership Agreement	MAR 2016
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
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
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.247-7011	Period of Contract	OCT 2001
252.247-7012	Ordering Limitation	DEC 1991
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award date through contract completion date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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 (insert dollar figure or quantity), 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 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 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 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)

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 [insert date].

(End of clause)

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(End of clause)

SECTION I NFAS CLAUSES

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 or increases

the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of clause)

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.

(End of clause)

5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

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

(End of clause)

5252.216-9302 INDEFINITE QUANTITY (JUN 1994)

This is an indefinite-quantity contract for the services specified, and effective for the period stated previously.

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 services specified in the Schedule up to an including the "maximum" fee total designated previously.

There is no limit on the number of orders that may be issued subject only to the maximum annual value of the contract.

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)

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A

task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

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

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

(End of clause)

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

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

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount based on the estimated cost of the order. Funding obligation shall be up to 50 percent of the "not to exceed" amount of the task order unless conditions at DFARS 217.7404-5 are met. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized.

(End of clause)

5252.217-9301 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 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

(End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

 X 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.

(End of clause)

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 15 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.

(End of clause)

5252.245-9300 GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (SEP 2014)

In accordance with FAR clause 52.245-1, Government Property (APR 2012), Section I, the Government will provide the Contractor the use of Government-owned !MODIFY AS REQUIRED! facilities, equipment, materials, and utilities for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

(a) Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J-C. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the

Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

(b) Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Attachment J-C__.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

(c) Government-Furnished Material. The Government will furnish the material described in Attachment J-C to the Contractor on a one-time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

(d) Availability of Utilities. The Government will furnish (indicate utilities provided such as electricity, steam, natural gas, fresh water, and sewage services) at existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed under the contract. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

(1) Utilities specified above will be furnished at no cost to the Contractor.

OR

(1) The Contractor shall pay for utilities consumed and shall, at its expense, install meters as required by the Contracting Officer to measure consumption of utilities provided by the Government. Rates for reimbursement to the Government of metered utilities will be list the rates of reimbursement per type of service provided.

(2) A restricted telephone line (USOC Class RS4) for on base calls will be provided by the Government at no cost to the Contractor. The Contractor shall install commercial telephone service, and all service and toll charges shall be paid for by the Contractor.

(e) Availability of Services. The Government will/will not provide custodial services and/or refuse collection from existing collection points. Attachment J-C___ contains a listing of the services provided by the government. If the Government does not provide refuse collection, the contractor will be required to dispose of all garbage and other waste materials generated by his work at a licensed off site landfill.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J
DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
TABLE OF CONTENTS

Attachment Number	Attachment Title
J-0200000-01	Definitions and Acronyms
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J-0200000-05	Government-Furnished Property, Materials, and Services
J-0200000-06	Contractor Hazardous Material Inventory Log
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J-1503030-01	Common Output Level Standards
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J-1503030-04	Container Inventory, Pickup Locations, and Frequencies
J-1503030-05	DOT Vehicle Inspection and Safety Requirements (49 CFR 396.19)

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Ashes	The residue from burned wood, coal, coke, and other combustible material.
Assessment	A general term referring to either a survey or inspection of a facility to determine condition.
Asset	A general term used to refer to an item, such as a component, system, building or facility, which is managed by an automated data management program.
Business Management System (BMS)	A web-based tool that provides a systematic method for the management of business processes, common practices, and process quality improvements that produce and support the most efficient and effective delivery of NAVFAC's products and services.
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment. One who can identify existing and predictable hazards in the working environment or working conditions that are dangerous to personnel and who has authorization to take prompt corrective measures to eliminate them.
Component Inventory Management Unit (CIMU)	An organization of like-kind real property into manageable maintenance units. CIMU is a building component, group of components or component assemblies, serving a specific purpose in a facility that can be expected to follow a common and predictable lifecycle behavior. This class of non-equipment will include items such as exterior walls, exterior windows, interior finish, and roofs. This class of equipment will include items such as fan coil units, air handling units, lighting, and water closets. CIMUs can include one or more items of installed equipment typically subject to routine scheduled maintenance.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.
Container	A receptacle designed for holding and transporting various types of solid waste.
Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
Contracting Officer's Representative (COR)	The individual appointed by the KO responsible for monitoring the Contractor's technical compliance and progress, relative to assigned contract(s)/orders(s), based on the contract requirements specified in the PWS and in accordance with the PAP. The COR performs a variety of contract administration duties that includes oversight of PA, documenting and rating Contractor performance, reviewing invoices, and acceptance of work. Assignment as a COR is a collateral duty typically performed by the FSCM or SPAR.
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Debris	Grass cuttings, tree trimmings, leaves, pine straw, limbs, stumps, street sweepings, roofing and construction wastes, and similar waste material.

Definition	Description
Direct Material Costs	The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.
Electronic Operation And Maintenance And Support Information (eOMSI)	A set of consultant-prepared data and document files that contain detailed, as-built technical information that describes the efficient, economical and safe operation, maintenance and repair of a facility, plant, equipment or system throughout its life cycle. Generally it is prepared during construction and submitted upon completion of a new facility or major facility upgrade. eOMSI's typically include asset information, staffing and budgeting information, supply support including critical spare parts, operating procedures, troubleshooting and diagnostic guides, extended warranty data, maintenance task frequencies and documentation, technical data, repair procedures and manufacturer's product data. eOMSI data and document files are provided in electronic formats.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.
Fixed Burden Rate (FBR)	<p>The additional costs (expressed in percent of direct material cost) for ordering, handling, and stockpiling materials and repair parts. For example, if the offeror's Fixed Burden Rate for materials in the Base Period is 10% then:</p> $\$100,000.00 + (\$100,000.00 \times 10\%) = \$110,000.00$ <p>The Government will compensate the Contractor for the required parts and materials and not the total amount shown in Schedule of Indefinite Delivery Indefinite Quantity Work.</p>
Foreign Port Origin Garbage	Garbage subject to special treatment and disposal requirements.
Frequency Of Service	<p>Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.</p> <p>Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.</p> <p>Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.</p> <p>Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.</p> <p>Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.</p> <p>Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.</p> <p>Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.</p> <p>Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.</p> <p>Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.</p>

Definition	Description
Garbage	Animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods. Edible or hog food garbage is that portion of waste food which has been segregated for salvage.
Government Furnished Property (GFP)	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government furnished property includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. Government furnished property also includes contractor acquired property if the contractor acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Hazardous Waste	A solid waste or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
Infrastructure Condition Assessment Program (ICAP)	A Navy automated data management program that utilizes historical asset lifecycle data and a structured assessment process to evaluate the condition facilities and their components.
Inspection	A rigorous, detailed assessment of the condition of a facility performed to generate a fundable scope and cost estimate for prioritization and funding of maintenance and repair.
Job or Work Order	An authorization for work that requires planning and estimating and has an individual line of accounting for financial and performance evaluation.
Load Handling Equipment	A term used to describe cranes, hoists and all other hoisting equipment (hoisting equipment means equipment, including crane, derricks, hoists and power operated equipment used WITH RIGGING to raise, lower and/or horizontally move a load.
Maintenance And Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
NAVFAC MAXIMO	A specially configured software version of MAXIMO®, a commercially available computerized maintenance management system (CMMS), adopted by NAVFAC for enterprise facility asset data management. The terms “MAXIMO”, “NAVFAC MAXIMO” or “Government’s MAXIMO” shall be used interchangeably in the document.
On-Call Solid Waste Collection	The Contractor shall respond to “On-Call” collections within 24 hours of notification of request. On-call roll-off containers shall be returned to the same location unless otherwise directed by the KO. Historical “On-Call” pick-up frequencies are listed in J-1503030-04.
Open Burning	The combustion of solid waste without (a) control of combustion air to maintain adequate temperature for efficient combustion, (b) containment of the combustion reaction in an enclosed device to provide sufficient residence time and mixing for complete combustion, or (c) control of the emission of the combustion products.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	The individual(s) assigned as a Technical Point of Contact (TPOC) / Subject Matter Expert (SME) to the COR to perform duties as the on-site representative who assesses Contractor performance. The PAR periodically observes Contractor performance, reviews delivered services, reviews quality management corrective actions, periodically assesses and documents Contractor performance on PAWs and the MPAS, and communicates findings as necessary with the Contractor, SPAR, and COR.

Definition	Description
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract property requirements, terms and conditions of the contract
Property Management Program	A Government program established for the purpose of reviewing and approving the Contractor's Property Management Plan and System through performance of a system analysis whenever government property is in the possession of the Contractor.
Quality Assurance (QA)	The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quality Control (QC)	The observation techniques and activities used to fulfill requirements for quality.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Real Property Inventory Equipment (RPIE)	A Government owned or leased individual pieces of equipment, apparatus, or fixture that are essential to the function of the real property (i.e. plumbing, electrical, heating, cooling and elevators). It is physically attached to, integrated into, and built in or on the property. Individual RPIE's can be combined to make a CIMU to facilitate facilities management. An individual RPIE can also be a CIMU if the equipment is complex enough to require its own management planning.
Recyclable Waste	Waste material which can be transformed into new products in such a manner that the original product may lose its identity.
Refuse	All garbage, ashes, debris, rubbish, and other similar waste materials. Not included are explosive and incendiary waste and contaminated waste from medical and radiological processes.
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.
Rubbish	A variety of unsalvageable waste materials such as metal, glass, crockery, floor sweepings, paper, wrapping, containers, cartons, and similar articles not used in preparing or dispensing food.
Sanitary	Free of microorganisms.
Solid Waste	Refuse and other discarded solid materials resulting from commercial, industrial, residential, and community activities. It does not include hazardous wastes, infectious/medical wastes, solids or dissolved materials in domestic sewage, or other significant pollutants in water resources such as silt, dissolved or suspended solids in industrial waste, water effluents, dissolved materials in irrigation return flow, or other common water pollutants.
Spillage	Any refuse dislodged from containers and/or solid waste collecting equipment in the course of collection and disposal.

Definition	Description
Unit Priced Labor (UPL) Hour	The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit price includes all indirect and direct costs associated with performing work. The price includes the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; costs for pre-expended bin materials, union agreements, crew sizes, hand tools, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, and profit. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included.
Waste Deposit Area	Designated points where solid wastes will be placed for collection by the Contractor. May also be referred to as collection station, collection point, pick-up stations, or collection site.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Acronym	Title
ACO	Administrative Contracting Officer
BW	Biweekly
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CIMU	Component Inventory Management Unit
CMMS	Computerized Maintenance Management System
COR	Contracting Officer Representative
COR	Condition of Readiness
CY	Cubic Yard
DBH	Diameter at Breast Height
DCR	Direct Condition Rating
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FSC	Facility Support Contract
FSCM	Facility Support Contract Manager
GIS	Geospatial Information System
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
HCA	Head Contracting Agency
ICAP	Infrastructure Condition Assessment Program
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
iNFADS	Internet Navy Facilities Asst Data Store
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
KO	Contracting Officer
LAN	Local Area Network
M	Monthly
MAP	Maintenance Action Plan
MDI	Mission Dependency Index
MEP	Mechanical, Electrical and Plumbing
MPAS	Monthly Performance Assessment Summary
MRI	Mission Readiness Index
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet

Acronym	Title
PEO	Program Executive Officer
PM	Project Manager
PM	Planned Maintenance or Preventative Maintenance
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
PWO	Public Works Officer
Q	Quarterly
QC	Quality Control
RPIE	Real Property Inventory Equipment
RSL	Remaining Service Life
SC	Security Clearances
SM	Semimonthly
SPAR	Senior Performance Assessment Representative
TE	Technical Exhibit
VIQ	Variation in Quantity
WBS	Work Breakdown Structure

ATTACHMENT J-0200000-02
WAGE DETERMINATIONS

See attached PDF file for WD-2015-2104, WD-2005-2247 & WD-2015-4281.

ATTACHMENT J-0200000-03
DIRECTIVES, INSTRUCTIONS, AND REFERENCES

Reference	Title
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
P.L. 91-596	Occupational Safety and Health Act
Solid Waste Management	40 CFR parts 243, 260 through 267, 270, 271 and 280
OPNAVINST 5090.1	Environmental and Natural Resources Protection Manual

ATTACHMENT J-0200000-04
FORMS

Form Title	Form Description	Remarks
CSIR	Contractor Significant Incident Report.	See Attachment J-0200000-04 Contractor Significant Incident Report.pdf file for sample.
Damage Report	Damage Report.	Sample form to be provided at contract start.

ATTACHMENT J-0200000-05
GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES

Locations	QTY
Washington Navy Yard	None
Arlington Service Center	None
USNO	None
NSWC Carderock	None
Marine Barracks 8 th & I	None
NRL	None
Dahlgren	One (1) - 8 CY container
Indian Head	None
Annapolis	Four (4) - 8CY Compactors One (1) - 15CY Compactor
Quantico	None
JBAB	All 32 gallon Containers

ATTACHMENT J-0200000-06
CONTRACTOR HAZARDOUS MATERIAL INVENTORY LOG

See attached PDF file.

ATTACHMENT J-0200000-07
EXHIBIT LINE ITEM NUMBERS

See attached Excel worksheet.

ATTACHMENT J-1503030-01
COMMON OUTPUT LEVEL STANDARDS

For Facility Services (FX) functions, CNIC has defined Base Measures for COL3 and COL4 services along with three levels of Additional Measures at each COL to add or increase specific services as detailed below based on the availability of funding. Note: Only Additional Measures Level 3 applies to COL3 for Integrated Solid Waste Management requirements.

<u>COMMON OUTPUT LEVEL STANDARDS</u>				
(COLS) CHART				
SPEC ITEM	TASK	COL3		COL4
		Additional Measures Level 3	Base Measures	Base Measures
All requirements for Solid Waste Collection and Disposal		Standards are the same for all COLS: - All dumpsters are emptied on an optimized schedule. - Pickups are scheduled at the minimum number that will prevent dumpster overflow.		
3.2	Recyclable Waste (Collection)	Increased recycling to support compliance with Executive Order 13514 ³	Recycle products as mandated by Federal, State and local law ¹ Recycle products per installation Qualified Recycling Program (QRP) ² .	Recycle products as mandated by Federal, State and local law ¹ Recycle products per installation Qualified Recycling Program (QRP) ² .
3.2.1	Recyclable (Processing)			
3.4.2	Recyclables (Containers)			

Note 1: The Contractor shall collect and process only white paper and cardboard products.

Note 2: The Contractor shall collect and process all recyclables per installation QRP.

Note 3: In order to support compliance with Executive Order 13514, the Contractor shall collect and process all recyclables.

ATTACHMENT J-1503030-01
COMMON OUTPUT LEVEL STANDARDS

ATTACHMENT J-1503030-02
LOCATIONS/MAPS

NSA Washington

Washington Navy Yard is located on approximately 66 acres in southeast Washington, DC, bounded by M St. SE, 11th St. SE, 4th St. SE. It is 40 miles south of Baltimore, Maryland, 50 miles from Annapolis, Maryland and 80 miles from Richmond, Virginia. Note: The power plant can be access from the 4th street gate (between Bldg. 116 & 118).

Marine Barracks Washington, also known as "8th & I," is the oldest active post in the Marine Corps. Located on the corners of 8th & I streets in southeast Washington, D.C., the Barracks supports both ceremonial and security missions in the Nation's Capital.

Naval Research Laboratory (NRL) is a corporate research laboratory for the [United States Navy](#) and the [United States Marine Corps](#) located in Washington DC SE that conducts a wide range of basic scientific research, applied research, technological development and prototyping and is accessible from the Anacostia freeway (I-295).

United States Naval Observatory (USNO) is predominantly an office environment along with a test site. On site are the Navy's Atomic Clock, Secret Service, and Oceanographer of the Navy.

Naval Surface Warfare Center (NSWC) Carderock is predominantly an office environment along with test sites and warehouse house facilities. It provides fleet support, in-service engineering for surface and undersea vehicle hull, mechanical and electrical systems and propulsions; conduct logistics research and development; and support the Maritime Administration and maritime industry.

Arlington Service Center / DISA 12 HQ is predominantly an office environment for C4IN with global capability and National Communications.

NSA South Potomac

Naval Surface Warfare Center (NSWC) Dahlgren is located approximately 50 miles south of Washington, DC, 60 miles north of Richmond, VA, and 23 miles east of Fredericksburg, VA on 4,000 acres bounded by the Potomac and Rappahannock Rivers. The Pumpkin Neck annex is located directly south across the water from the main base off VA Rte. 218 approximately 15 minutes away.

Naval Surface Warfare Center (NSWC) Indian Head is a 3,500-acre peninsula surrounded by the Potomac River and the Mattawoman Creek in Charles County, Maryland located approximately 30 miles south of downtown Washington, D.C. The Stump Neck annex is located approximately 5 miles away across the Mattawoman Creek to the southwest from the main base off MD Rte. 224.

NRL Pomonkey is located near Pomonkey, Maryland, approximately 5 miles east of NSF Indian Head.

NRL Blossom Point is located on a peninsula approximately 15 miles southeast of NSF Indian Head and 10 miles southwest of La Plata, Maryland.

NSA Annapolis

United States Naval Academy (USNA) is located in Annapolis, Maryland, bound by the Severn River and downtown Annapolis. NSA Annapolis is located approximately 2 miles away from the USNA across the Severn River.

Naval Research Laboratory (NRL), Chesapeake Bay Detachment occupies a 168-acre site near Chesapeake Beach, Maryland.

Marine Corp Base Quantico

The Marine Corps Base (MCB) Quantico is located near Triangle, Virginia, off of Interstate 95 in Virginia, 36 miles south of Washington DC and 20 miles north of Fredericksburg. MCB Quantico covers nearly 100 square miles in southern Prince William County, northern Stafford County, and southeastern Fauquier County.

NSA Bethesda

NSA Bethesda is predominantly a hospital environment. The campus also has a medical training facilities, various research laboratories and bachelor enlisted quarters.

Walter Reed National Military Medical Center

Mission: Provide medical support to the Navy, the president, and members of congress.

Joint Base Anacostia Bolling (JBAB)

Bolling Air Force Base is located adjacent to and south of the Anacostia Annex, bounded on the west by the Anacostia River and east by the Anacostia Freeway (I- 295). Anacostia Annex consists of 232 acres in southeast Washington, DC., bound on the south by Bolling AFB, the west by the Anacostia River, the north by S. Capitol St and on the east by the Anacostia Freeway (I-295). The Base also includes the Navy Lodge, an accommodation facility **Bellevue** located on Housing. All located inside the gates of Joint Base Anacostia Bolling (JBAB), both of which are accessible from the Anacostia freeway (I-295).

See attached PDF for Site Maps.

ATTACHMENT J-1503030-03
Historical Tonnage 2015

See attached PDF file.

ATTACHMENT J-1503030-04
Container Inventory, Pickup Locations, and Frequencies

See attached Excel spreadsheet.

ATTACHMENT J-1503030-05
DOT Vehicle Inspection and Safety Requirements

See attached PDF file.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	J-1503030-02(a) Marine Corp Base Quantico Map		23-MAY-2016
Attachment 2	J-1503030-02 Locations/Maps		23-MAY-2016
Attachment 3	J-0200000-07 Exhibit Line Item Numbers (ELINs)		23-MAY-2016
Attachment 4	J-0200000-06 Contractor Hazardous Material Inventory Log		23-MAY-2016
Attachment 5	J-0200000-04 Contractor Significant Incident Report		23-MAY-2016
Attachment 6	J-0200000-02 Wage Determinations		23-MAY-2016

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-17	Ownership or Control of Offeror	NOV 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-2	Buy American Certificate	MAY 2014
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

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

(2) The small business size standard is [insert size standard].

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

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

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

() Paragraph (d) applies.

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

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

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

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

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

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

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is ____ --[insert NAICS code].

(2) The small business size standard is ____ --[insert size standard].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

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

(2) The small business size standard is ____ (insert size standard).

(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) Representations. (1) The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the

representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ---- ____ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(ii) It (____) is, (____) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ____ .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

___ Black American.

___ Hispanic American.

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

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic

of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(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)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

(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 \$3,500 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)

252.204-7007 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)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

TBD

Section M - Evaluation Factors for Award

SECTION M

TBD