

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 136	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-16-R-0313	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 28 Jun 2016	6. REQUISITION/PURCHASE NO. ACQR4353032		
7. ISSUED BY NAVFAC MID ATLANTIC PWD PENNSYLVANIA 306 MARKET ST., STE #1 ROME NY 13441-4610 CODE N40085 TEL: 315-709-5273 FAX: 315-709-5277			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 1 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 NAVFAC Midlant, 306 Market St. Rome, NY 13441 until 03:00 PM local time 28 Jul 2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME CHRISTINE SHOLTZ	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (315) 709-5273	C. E-MAIL ADDRESS christine.sholtz@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
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) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

Section A - Solicitation/Contract Form

ADDITIONAL INFORMATION

- A.1 **Contract Title:** Backflow Preventer Inspection, Certification and Repairs, Philadelphia Navy Yard (PNY) and Naval Support Activity (NSA) Complex, Philadelphia, PA.
- A.2 **Type of Contract:** This is combination Firm Fixed Price (FFP) / Indefinite Delivery / Indefinite Quantity (IDIQ) type contract.
- A.3 **Set-Aside:** This procurement is being offered for competition to 100% SBA Certified Small Business contractors ONLY. Refer to Section I, FAR Clause 52.219-6, Notice of Total Small Business Set-Aside.
- A.4 **NAICS Code:** The NAICS Code assigned to this procurement is 238220 with a small business size standard of \$15,000,000.00. Refer to On-Line Representations and Certifications Applications (ORCA) via <https://www.sam.gov/portal/public/SAM/> (FAR 52.219-1 – Small Business Program Representations (Oct 2014)).
- A.5 **Site Visit:** Site Visit is 12 July 2016 at 10:00 AM EST. See Section L, Clause 5252.237-9302 for additional information.
- A.6 **Delivery of Proposals:** The Request for Proposal (RFP) is due on or before 28 July 2016 at 3:00 PM EST. The proposal must be mailed (hard copy) and/or hand carried to the above address. **FAX or email quotations WILL NOT BE ACCEPTED.**

ALL PROPOSALS MUST BE SENT/HAND CARRIED TO:

**NAVFAC MIDLANT PWD PA
ATTN: CHRIS SHOLTZ
306 MARKET STREET, STE #1
ROME, NY 13441-4610**

- A.7 **Wage Determination:** Service Contract Act Wages are included in this solicitation. Refer to Section J.
- A.8 **Contract Term:** This contract contains provisions for a Base Period with four (4) Option Periods, not to exceed a total of five (5) years. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, 5252.217-9301, Option to Extend the Term of the Contract-Services (Jun 1994). In the option periods, the Government may adjust the prices, if applicable, based on the new Department of Labor Wage Determination.
- A.9 **Evaluation of Proposals:** Proposers shall submit a lump sum price for Section B, CLINs 0001 through 0010 and unit prices for ELINs A through E, referenced in Section J. Refer to Section M, FAR 52.217-5, Evaluation of Options (JUL 1990).

The number of proposals to be evaluated for technical acceptability may be limited to the five lowest priced offers at the discretion of the contracting officer. If the number of proposals to be evaluated is limited, technical proposals shall be provided to the evaluator(s) without any identification of prices or any rank order of prices. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable proposal. The source selection method must be incorporated in the request for proposal. If the contracting officer later determines that discussions are necessary, the procedures in FAR 15.306 shall be followed.

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under factors 1, 2, 3 and 4 in order to be considered technically acceptable overall.

A.10 **Contract Line Items And Exhibit Line Items**

a. Proposers shall enter unit prices and amounts for Contract Line Items (CLINs) and Exhibit Line Items (ELINs) as indicated in the schedules and accompanying exhibits.

b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN and ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in the contract ELINs. If the bidder 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.

c. The Schedule of Firm Fixed Price Work, the Schedule of Indefinite Delivery Indefinite Quantity Work (IDIQ) (CLINs 0001 through 0010) and any accompanying exhibits will be used as the basis for deductions in accordance with FAC 5252.246-9303, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.

A.11 Unit Price Adjustments In Option Periods

This contract incorporates the Service Contract Act (SCA). The SCA Wage Determination incorporated in Section J is for the Base Year performance period only. The latest Wage Determination available at the time for each option exercise will be incorporated into the contract and the unit prices will be adjusted in accordance with FAR Clauses 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment. The contractor warrants, by submission of his proposal that the price does not include any contingency for future wage increases.

A.12 Indefinite Delivery Indefinite Quantity Exhibit 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.

A.13 Incorporation Of Technical Proposal

a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.

b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

A.14 Request For Proposals (RFP) Information/Clarification Questions

Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted at least 5 days before proposals are due. Send to: Christine.sholtz@navy.mil. This is the most efficient way to ensure all questions are addressed in a timely manner.

A.15 Notice to Offerors:

Offerors are required to submit Section B, Bid Schedule, and Section J, Exhibit Line Items (ELINs) with their proposal (Section J references the submission of Exhibits A – E (separate spreadsheet)). The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINs

0001
0002
0003
0004
0005
0006
0007
0008
0009
0010

ELINs

A001 through A004
A700 through A737
B001 through B004
B700 through B737
C001 through C004
C700 through C737
D001 through D004
D700 through D737
E001 through E004
E700 through E737

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Firm Fixed Price (Base Period) FFP Firm Fixed Price (FFP) work - Price to perform the Firm Fixed Price work in accordance with the terms and conditions of the contract. The price for Contract Line Item (CLIN) 0001 is the sum of Exhibit Line Item (ELIN) A001 through A004. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Indefinite Quantity (Base Period) FFP Indefinite Delivery Indefinite Quantity (IDIQ) work - Price to perform the Indefinite Delivery Indefinite Quantity work in accordance with the terms and conditions of the contract. The price of Contract Line Item (CLIN) 0002 is the sum of Exhibit Line Item (ELIN) A700 through A737. Funding for IDIQ work will be provided on individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		
OPTION	Firm Fixed Price (1st Option Period) FFP Firm Fixed Price (FFP) work - Price to perform the Firm Fixed Price work in accordance with the terms and conditions of the contract. The price for Contract Line Item (CLIN) 0003 is the sum of Exhibit Line Item (ELIN) B001 through B004. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		
OPTION	Indefinite Quantity (1st Option Period) FFP Indefinite Delivery Indefinite Quantity (IDIQ) work - Price to perform the Indefinite Delivery Indefinite Quantity work in accordance with the terms and conditions of the contract. The price of Contract Line Item (CLIN) 0004 is the sum of Exhibit Line Item (ELIN) B700 through B737. Funding for IDIQ work will be provided on individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each		
OPTION	Firm Fixed Price (2nd Option Period) FFP Firm Fixed Price (FFP) work - Price to perform the Firm Fixed Price work in accordance with the terms and conditions of the contract. The price for Contract Line Item (CLIN) 0005 is the sum of Exhibit Line Item (ELIN) C001 through C004. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each		
OPTION	Indefinite Quantity (2nd Option Period) FFP Indefinite Delivery Indefinite Quantity (IDIQ) work - Price to perform the Indefinite Delivery Indefinite Quantity work in accordance with the terms and conditions of the contract. The price of Contract Line Item (CLIN) 0006 is the sum of Exhibit Line Item (ELIN) C700 through C737. Funding for IDIQ work will be provided on individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Firm Fixed Price (3rd Option Period) FFP Firm Fixed Price (FFP) work - Price to perform the Firm Fixed Price work in accordance with the terms and conditions of the contract. The price for Contract Line Item (CLIN) 0007 is the sum of Exhibit Line Item (ELIN) D001 through D004. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Indefinite Quantity (3rd Option Period) FFP Indefinite Delivery Indefinite Quantity (IDIQ) work - Price to perform the Indefinite Delivery Indefinite Quantity work in accordance with the terms and conditions of the contract. The price of Contract Line Item (CLIN) 0008 is the sum of Exhibit Line Item (ELIN) D700 through D737. Funding for IDIQ work will be provided on individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Firm Fixed Price (4th Option Period) FFP Firm Fixed Price (FFP) work - Price to perform the Firm Fixed Price work in accordance with the terms and conditions of the contract. The price for Contract Line Item (CLIN) 0009 is the sum of Exhibit Line Item (ELIN) E001 through E004. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Indefinite Quantity (4th Option Period) FFP Indefinite Delivery Indefinite Quantity (IDIQ) work - Price to perform the Indefinite Delivery Indefinite Quantity work in accordance with the terms and conditions of the contract. The price of Contract Line Item (CLIN) 0010 is the sum of Exhibit Line Item (ELIN) E700 through E737. Funding for IDIQ work will be provided on individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: ACQR4353032	1	Each		

NET AMT

CLAUSES INCORPORATED BY FULL TEXT

B.1 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

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

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

CLAUSES INCORPORATED BY FULL TEXT

B.1 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

a. Bidders shall enter unit prices and amounts for contract line items , contract subline items or exhibit line items as indicated in the schedules.

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

c. The firm-fixed price portion of the contract is supported by a schedule of deductions in Section E. **DO NOT SUBMIT THE SCHEDULE OF DEDUCTIONS UNTIL AFTER CONTRACT AWARD.** The successful bidder/offeror shall complete the schedule of deductions and submit it to the Contracting Officer within fifteen days after date/notice of award. The schedule of deductions and any accompanying exhibits will be used as the basis of deductions pursuant to “CONSEQUENCES OF CONTRACTOR’S FAILURE TO PERFORM REQUIRED SERVICES” clause, Section E.

CLAUSES INCORPORATED BY FULL TEXT

B.1 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

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

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

c. The schedule of firm-fixed price work, the schedule of indefinite quantity work, and any accompanying exhibits will be used as the basis of deductions in accordance with the **CONSEQUENCES OF CONTRACTOR’S FAILURE TO PERFORM REQUIRED SERVICES”** clause, Section E.

CLAUSES INCORPORATED BY FULL TEXT

B.3 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

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

CLAUSES INCORPORATED BY FULL TEXT

B.5 CONTRACT YEAR ADJUSTMENT

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

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

Section C - Descriptions and Specifications

SECTION C

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 the Philadelphia Naval Business Center under the Philadelphia Naval Business Center Complex 4921 S Broad Street Philadelphia PA 19112 and the Naval Support Activity Complex 700 Robbins Avenue Philadelphia PA 19111. This procurement is an Indefinite Delivery Indefinite Quantity type, 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 - NA Annex 4 Public Safety - NA Annex 5 Air Operations - NA Annex 6 Port Operations - NA Annex 7 Ordnance - NA Annex 8 Range Operations - NA Annex 9 Health Care Support - NA Annex 10 Supply - NA Annex 11 Personnel Support Annex 12 Morale, Welfare and Recreation Support - NA Annex 13 Galley - NA Annex 14 Housing - NA Annex 2 Facilities Support Sub Annex 15020000 – Facilities Investment Annex 4 Utilities - NA Annex 5 Base Support Vehicles and Equipment - NA Annex 6 Environmental - NA</p>
1.2	Project Location	<p>The work shall be performed at the Philadelphia Naval Business Center Complex 4921 S Broad Street Philadelphia PA 19112 and the Naval Support Activity Complex 700 Robbins Avenue Philadelphia PA 19111.</p>

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	The 2 locations are the Philadelphia Naval Business Center and the Naval Support Center in Philadelphia PA. The Philadelphia Naval Business Center Complex is located at 4921 S Broad Street, Philadelphia PA 19112 and the Naval Support Activity Complex is located at 700 Robbins Avenue Philadelphia PA 19111 are predominately an office environment along with test site and warehouse facilities.
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	The Philadelphia region has four distinct seasons. The city's climate is moderated by its proximity to the Atlantic Ocean: high humidity in summer, frequent high winds and bitter cold in the winter. January's average temperature is 33 F/1C temperatures tend to dip below freezing in the evening. July's average temperature is 75 F/24C with sunny, humid days that sometimes exceed 90 F/10-15C. Clear skies 25% of the time; partly cloudy skies 31%; cloudy skies 44%. Annual rainfall: 40 in/100 cm; heaviest rain in July and August. Annual snowfall: 20 in/50cm.

- 1.7 Related Information
- There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:
- 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.
- Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.
- Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.
- Requirement Information further describes client requirements associated with each Performance Objective.

0100000 – General Information

Spec Item	Title	Description
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	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. 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 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

0100000 – General Information

Spec Item	Title	Description
		Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

0200000 – Management and Administration**Table of Contents**

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2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1630, 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. 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	Contractor shall perform services during regular government working hours unless stated in a particular section of the specification or as directed on the task order. 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 to the KO for approval at least seven calendar days prior to requested day. 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.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as requested by the KO or FSCM.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management

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		<p>personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p> <p>For more information concerning Partnering read NAVFACINST 11013.40A, which can be viewed in the Government's Contracts Office.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p>

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		* Project Manager * Quality Manager Site Safety and Health Officer
2.3.4	Permits and Licenses	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.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers Other as required by state law
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	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 Invoice Form in J-0200000-04 for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05.
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,

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Spec Item	Title	Description
		equipment and services for use in connection with this contract..
2.4.1	Government-Furnished Facilities (GFF)	None - The government will not furnish any facilities for use under this contract
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
2.4.3	Government-Furnished Materials (GFM)	None - The government will not furnish any materials for use under this contract
2.4.4	Government-Furnished Equipment (GFE)	None - The government will not furnish any equipment for use under this contract
2.4.5	Government-Furnished Services (GFS)	None - The government will not furnish any services for use under this contract
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 service calls and task orders during 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

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		scheduling and work status updates shall be provided when requested by the KO. A written 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	<p>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. In some cases the Contractor shall be required to work off shift hours as not to interfere with buildings testing facilities and the building occupants during testing.</p> <p>The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.</p>
2.6.4	Deliverables	<p>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.</p> <p>Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</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

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Spec Item	Title	Description
		<ul style="list-style-type: none"> ○ 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 ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management • Communication with government
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 shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous year. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.7	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications. 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.
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site

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		<p>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 at least five years of experience in managing a workforce providing services on contracts of similar size, scope, performance risk and complexity.</p>
2.7.1.2	Quality Manager	<p>, The Contractor shall provide a Quality Manager or designated alternate shall be on-site 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>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</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:</p> <p>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</p>

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		<p>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 pre-requisite qualification and experience.</p> <p>The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past or three years of experience if he possesses a Certified Safety Professional (CSP) or safety and health degree. The SSHO shall have completed the OSHA 30-hour construction safety class or equivalent and 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 pre-requisite qualification and experience.</p>
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 of 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	<p>The City of Philadelphia Licensed Plumbing Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. The work shall be performed by a City of Philadelphia-licensed Master Plumber tradesman who is certified for installation, servicing and testing of City approved backflow prevention assemblies and on the current City of Philadelphia backflow prevention technicians listing. 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.</p>
2.7.2.1	Employee Certification and Training	<p>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. 1 The work shall be performed by a City of Philadelphia-licensed Master Plumber tradesman who is certified for installation, servicing and testing of City approved backflow prevention assemblies. City certified backflow technicians, must successfully complete the four day Backflow Prevention Assembly Technician Training and Certification Course offered in Philadelphia by the New England</p>

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		Water Works Association (NEWWA) or the American Society of Sanitary Engineering (ASSE) and must register with PWD. To qualify for the City approved backflow prevention technicians listing the PWD Certified Backflow Assembly Technician Registration Form (CR100) must be filled out and submitted to PWD. Certification shall be renewed every three years. (section 8.2 of the CCC Manual) 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.
2.7.3	Enterprise Wide Contractor Manpower Reporting Application (eCMRA)	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 . 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 .
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 the 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

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		shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 5 calendar days.
2.8.4	Access to Installation	All Contractor employees shall obtain the required employee and vehicle passes. The Government will issue badges without charge. The Contractor employees must be able to obtain 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 5 calendar days.
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 Pass	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

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		shall be escorted by a PWD and/or Customer Representative inside all buildings and facilities entered during non-duty hours the Government escort will secure all building and facilities after the Contractor's work is completed at the end of each non-duty work day or shift period. The Contractor and his employees while working duty and off duty hours shall have proof of ID to gain access to the buildings .
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.
2.8.6.1	Escort Arrangement for Secured Areas	<p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</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 contact 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	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	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.
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>"The APP shall follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs 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>

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		The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically;</p> <ul style="list-style-type: none"> • For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. • For contracts with 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. <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> • The steps of the service process; • Identify potential hazards that exist as a result of the Contractor's service process within the environment; • Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment; • Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; • Inspection requirements to assure service activity is safe; and • Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment. <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	Occupational Risk and Compliance Plans	The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.
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

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		in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	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, and any other Federal, state and local regulatory standards.
2.9.3.3	Critical Lift Plan	The Contractor shall develop a critical lift plan to explain how it will conduct any lifts at 75 percent or more of the crane or hoist capacity (or lifts over 50 percent of the capacity on a barge mounted mobile crane's hoists) for any radius of lifts and include elements addressed in Paragraph 16.H of EM 385-1-1 and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.
2.9.3.4	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.9.3.5	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.
2.9.3.6	Fire Prevention Program	The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.
2.9.3.7	Hazardous Energy Control Program	The Contractor shall develop a hazardous energy control program to include elements addressed in paragraph 12.A.12 of EM 385-1-1.
2.9.3.8	Health Hazard Control Program and Hazard Communication Program	The Contractor shall develop a project-specific health hazard control program and chemical hazard communication program to include elements addressed in paragraphs 06.A and 06.B of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.9	Heat/Cold Stress Monitoring Plan	The Contractor shall develop a heat/cold stress monitoring plan to include elements addressed in paragraph 06.I.02 of EM 385-1-1.
2.9.3.10	Respiratory Protection Program	The Contractor shall develop a respiratory protection program to include elements addressed in paragraph 05.G of EM 385-1-1 and the OSHA's respiratory protection standard specified in 29 CFR 1910.134.
2.9.4	Accident and Damage Reporting	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. 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. The Contractor shall conduct an accident investigation for recordable

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		<p>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 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>The Contractor shall conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p>
2.9.4.1	Accident Reporting and Notification Criteria	<p>The Contractor shall report all accidents, mishaps and near misses to the KO in a timely manner as described below:</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 accidents, even though no material damage or injury occurs. A component failure</p>

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		(e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)
2.9.5	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.
2.9.6	Monthly On-Site Labor Report	, On the months worked during the yearly testing, calibration maintenance and repair of the backflow preventers. 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.
2.9.7	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.
2.9.8	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</p>

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		contracts in support of contract safety.
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	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</p>

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		address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.
2.10.1	Energy Management Program	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. Can obtain a copy of the installations Water Management Program from The Contractor shall attend periodic meetings with the Installation Energy Manager, to help meet the water efficiency goals of the Philadelphia area Naval complexes. Project status will be discussed to ensure that any Contractor work complements and optimize base efficiency efforts.
2.10.1.1	Water Conservation Plan	Perform all work in accordance with the local installation policies.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	Non-Hazardous Waste Disposal	The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract shall be disposed of at appropriate off installation waste handling facilities

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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.
2.10.2.2	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.
2.10.2.3	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 <u>Installation Spill Control Plan</u> at no additional cost to the Government.
2.10.2.4	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>T</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>
2.10.2.5	Protection of Endangered and Threatened Species (Flora and Fauna)	Insert local policy e.g., The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.6	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.7	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	Sustainable Procurement and Practices	Within 15 days after award the Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan. 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:

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		<ul style="list-style-type: none"> • Recycled Contents Products • Energy/Water efficiency • Energy Efficient Tools and Equipment • Alternate Fuels and Alternate Fuel Vehicles • Biobased Products • Non-Ozone Depleting Products • Environmental Preferred Products and Services • Low/Non-Toxic and Hazardous Materials <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (<i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	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 response plan. The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	<p>Existing technical library contents, including facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material, will be furnished by the Government.</p> <p>The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract.</p>
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, parts, or 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	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

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	Work Limitations	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.
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work ELINs are provided in J-0200000-06.
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 http:// 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 needed to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.

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2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-recurring Work.
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.
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-0200000-06.

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Spec Item	Title	Description
1	General Information	<p>The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment services for the yearly inspection, certification, adjustments and repairs as needed on all Backflow Preventer Assemblies on the Domestic Potable water and the Fire suppression systems entering the buildings at the Navy Yard Complex and at the NSA Complex.</p> <p>The two Philadelphia locations are the Philadelphia Navy Yard Complex, 4921 South Broad Street Philadelphia PA 19112 and the Naval Support Activity Complex 700 Robbins Avenue, Philadelphia PA 19111</p>
1.1	Concept of Operations	<p>The intent of 1502000 Facility Investment is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The Facility Investment requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consists of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of Facility Investment.</p> <p>The Contractor shall perform yearly, testing, certification maintenance, repair, alteration, during the contract year for the following:</p> <p>Building Systems - Fire Protection Backflow Preventer inspection and certification</p>

1502000 – Facility Investment Table of Content

		<p>-Potable Water Backflow Preventer inspection and certification</p> <p>Inspection testing and certification of backflow prevention assemblies. Maintenance repairs and Alterations shall be performed under the Non-Recurring section of this contract if and as needed during the contract year</p>
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1502000 – Facility Investment		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1502000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the FI function.
2.2.1	Certification, Training, and Licensing	<p>The work shall be performed by a City of Philadelphia-licensed Master Plumber tradesman who is certified for installation, servicing and testing of City approved backflow prevention assemblies. City certified backflow technicians, must successfully complete the four day Backflow Prevention Assembly Technician Training and Certification Course offered in Philadelphia by the New England Water Works Association (NEWWA) or the American Society of Sanitary Engineering (ASSE) and must register with PWD. To qualify for the City approved backflow prevention technicians listing the PWD Certified Backflow Assembly Technician Registration Form (CR100) must be filled out and submitted to PWD. Certification shall be renewed every three years. (Section 8.2 of the CCC Manual)</p> <p>Only Certified Backflow Assembly Technicians on the Domestic and Fire CITY-APPROVED BACK FLOW PREVENTION TECHNICIANS LISTING shall perform work on backflow preventer assemblies on the City of Philadelphia water system.</p> <p>Personnel inspecting, certifying, and making recommendations for corrective action for backflow preventers shall be certified per UG-2029-ENV.</p> <p>The Contractor shall submit proof of all certification, training, and licensing requirements per Section F.</p>
2.3	Special Requirements	<p>The work shall be performed by a City of Philadelphia-licensed Master Plumber tradesman who is certified for installation, servicing and testing of City approved backflow prevention assemblies. City certified backflow technicians, must successfully complete the four day Backflow Prevention Assembly Technician Training and Certification Course offered in Philadelphia by the New England Water Works Association (NEWWA) or the American Society of Sanitary Engineering (ASSE) and must register with PWD. To qualify for the City approved backflow prevention technicians listing the PWD Certified Backflow Assembly Technician Registration Form (CR100) must be filled out and submitted to PWD. Certification shall be renewed every three years. (Section 8.2 of the CCC Manual)</p>
2.3.1	Workmanship and Material Standards	The Contractor shall be responsible for maintaining all facilities, systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the facilities, systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers' standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.

1502000 – Facility Investment		
Spec Item	Title	Description
		<p>Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all facilities, systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance with design intent. Repairs shall be made in accordance with the manufacturers' specifications and guidelines, and standard building codes. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.3.2	Historical Preservation	Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, state, and local historical policies and regulations.

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	The Contractor shall maintain, repair, and alter backflow preventer facilities, equipment and installed equipment and systems to ensure they are fully functional and in normal working condition.	<p>The Contractor shall develop, implement, and execute an Inspection, Testing, and Certification Program, for the Navy Yard and NSA complex backflow preventer program to maintain and repair facilities, of the equipment, installed equipment and systems.</p> <p>The Contractor shall maintain all maintenance, repair, and alteration data and warranty records in the technical library and CMMS in accordance with Annex 2.</p> <p>The Contractor shall provide all necessary test instruments, equipment, and tools required to perform testing, inspection, maintenance and repair</p> <p>The current facility inventory for FI is provided in J-1502000-03.</p> <p>Site maps are provided in J-1502000-04.</p>	Backflow preventer and installed equipment and systems are in normal working condition and function properly in accordance with specified standards.
3.1	Service Orders	The Contractor shall perform service order work in a timely manner and ensure that the backflow preventer and shutoff valves are working properly and are restored to a safe, normal working condition and function properly.	<p>The Contractor shall receive service orders in accordance with the work reception requirements in Annex 2.</p> <p>The Contractor shall schedule and perform service orders in a way that minimize disruptions to customers and Government operations.</p> <p>The Contractor shall perform service orders to accomplish any work identified within the entire boundary of the installation and will include a wide variety of work. Samples of required work and historical service order workload are provided in J-1502000-05.</p>	The service order response and completion time standards specified below are in compliance with NAVFAC Facility Management and Sustainment (FM&S) OSD Work-type Standards. These standards shall not be changed without prior approval by your local Public Works Department (PWD) Facility Management Division (FMD) or FEC FM&S PLC. For Joint Bases, USMC, or non-

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Descriptions of the classifications of service orders urgent and routine are provided in the Definitions and Acronyms in J-1502000-01.</p> <p>Urgent and routine service orders, including the number of calls initiated outside of Government regular working hours.</p> <p>The Contractor shall maintain sufficient materials and equipment on hand to support service order work requirements. Lack of availability of material or equipment will not relieve the Contractor from the requirement to complete service order work within the time limits specified.</p> <p>The Government may combine multiple repair requirements received for the same trade in the same building or structure at the same time into one service order as long as the service order threshold is not exceeded.</p> <p>The Contractor shall notify the KO upon identification that the service order will exceed the liability limits specified below in accordance with reporting requirements in Annex 2. If IDIQ work is issued for repairs, the Government will only pay for the portion of labor and/or material that exceeds the service order limits.</p>	<p>Navy contracts, these may be tailored to meet supported command requirements.</p> <p>Service order work is responded to and completed within the specified time that the backflow assemblies and high and low shutoff valves are restored to normal working condition, including recertification if applicable.</p>
3.1.1	Urgent Service Orders	The Contractor shall complete urgent	The Contractor shall perform urgent service orders to repair	Urgent service orders are completed within

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		service orders in a timely manner and ensure that the backflow assemblies and high and low shutoff valves are restored to a safe, normal working condition and function properly.	deficiencies without extended delay, therefore preventing further damage to the backflow assemblies and high and low shutoff valves are restored to a safe, normal working condition and function properly. Urgent service orders are limited to a FFP ceiling of 32 labor hours or \$2,500 in material cost.	five working days.
3.1.2	Routine Service Orders	The Contractor shall complete routine service orders in a timely manner and ensure that the backflow assemblies and high and low shutoff valves are restored to a safe, normal working condition and function properly.	The Contractor shall perform routine service orders to repair deficiencies and return the backflow assemblies and high and low shutoff valves are restored to a safe, normal working condition and function properly. Routine service orders are limited to a FFP ceiling of 32 labor hours or \$2,500 in material cost. Performance of routine service orders may be required outside of Government regular working hours after 3:00 PM or weekends	Routine service orders are completed within 30 calendar days.
3.2	Preventive Maintenance (PM) Program	The Contractor shall develop and implement a PM program for the backflow assemblies and high and low shutoff valves, to ensure proper operation, to minimize breakdowns, and to maximize useful life. Note to Contractor The PM will be performed on the Number 1 high side and the Number 2 low side shut off valves on the backflow assembles at the yearly inspection testing and	The Contractor shall develop and submit a PM program per Section F. The Contractor is fully responsible for and shall perform any repairs, including replacement, discovered during scheduled maintenance work up to a total of \$250.00 per occurrence in direct material and labor cost under FFP portion of the contract. Incidental repairs work performed under maintenance are not considered a service order Notification of repair work exceeding the incidental repairs	PM is performed in accordance with manufacturers' recommended procedures and OEM standards.

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		certification	<p>limit shall be submitted to the KO within, one half hour of identification. Service orders or IDIQ work may be issued for repairs exceeding the incidental repairs limit.</p> <p>The Contractor shall not use breakdown maintenance as part of the PM program.</p> <p>The PM program shall provide an economical approach to the manufacturers' recommended procedures, OEM standards, and maintenance required to satisfy equipment warranties and keep the backflow assemblies in normal working condition.</p> <p>The Contractor shall assess and document the backflow preventer Number 1 Gate or ball valves on high side and number 2 Gate or ball valves on low side condition annually.</p>	
3.2.1	Backflow Prevention Devices	The Contractor shall prepare, inspect, and test backflow prevention devices yearly to ensure they are safe, fully functional, and operational. Only Certified Backflow Assembly Technicians on the Domestic and Fire CITY-APPROVED BACKFLOW PREVENTION TECHNICIANS LISTING shall	<p>The Contractor shall comply with inspection, testing, and certification requirements of the Philadelphia Plumbing code section P-806, the City of Philadelphia Water Department Cross Connection Control Program (CCC) Office Regulations Manual and UFC-3-230-02, UG-2029-ENV, and OPNAVINST 5090.1.</p> <p>The Contractor shall provide five working days advance notification to the KO when backflow prevention devices is ready for testing and</p>	<p>Testing, inspection, and certification of backflow prevention devices performed and completed in accordance with the inspection, testing, and certification program and schedule.</p> <p>Backflow prevention devices are certified in accordance with the City of Philadelphia Plumbing code section P-806 and the City of Philadelphia Water</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		perform work on backflow preventer assemblies on the City of Philadelphia water system.	certification for coordination with the Government provided inspector. The inventory of backflow prevention assembly devices and date of is provided in J-1502000-03.	Department Cross Connection Control Program the (CCC) Office Regulations Manual by a City of Philadelphia licensed Master Plumber who is certified for installation, servicing and testing of City approved backflow prevention assemblies UFC-3-230-02, UG-2029-ENV, and OPNAVINST 5090.1.
3.3	Inspection, Testing, and Certification Program	The Contractor shall provide inspection, testing, and certification services to ensure they are safe, fully functional, and operational.	The Contractor shall develop an inspection, testing, and certification program The Contractor shall submit an inspection, testing, and certification program summary report per Section F. The Contractor shall submit an inspection, testing and certification schedule and a copy of all the equipment certifications per Section F. The Contractor is fully responsible for and shall perform any repairs, including replacement, discovered during inspection, testing, and certification work up to \$250 per occurrence under PM program. Incidental repairs work performed are not considered a service order.	All certifications are current. Testing, inspection, and certification services performed and completed in accordance with the inspection, testing, and certification program and schedule. Testing, inspection, and certification services performed in accordance with applicable references.
3.3.1	Backflow Prevention Devices	The Contractor shall prepare, inspect, and test backflow prevention devices to ensure they are safe, fully functional, and operational.	The Contractor shall comply with inspection, testing, and certification requirements of the applicable regulatory agency and UFC-3-230-02, UG-2029-ENV, and OPNAVINST 5090.1. The Contractor shall provide a five working day advance notification to the KO when	Testing, inspection, and certification of backflow prevention devices performed and completed in accordance with the inspection, testing, and certification program and schedule. Backflow prevention

1502000 – Facility Investment

Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>backflow prevention devices is ready for testing and certification for coordination with the Government provided inspector.</p> <p>The inventory of backflow prevention devices and date of last inspection and testing is provided in J-1502000-03.</p>	<p>devices are certified in accordance with UFC-3-230-02, UG-2029-ENV, and OPNAVINST 5090.1.</p>

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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 E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

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52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991

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5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

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

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

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

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

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 24 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 48 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 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 unattended 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)

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

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

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

Section F - Deliveries or Performance

SECTION F

Section F

DELIVERABLES						
Annex/S pec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	As specified	KO	1	At least seven calendar days prior to requested day.
0200000/ 2.3.4	N/A	Permits and Licenses	As specified	KO	1	Before work commences and as requested by the KO.
0200000/ 2.3.5.1	N/A	Certificate of Insurance	As specified	KO	1	Within 15 calendar days after award.
0200000/ 2.5	N/A	Samples, MSDS, Manufacturer's Data Cut Sheets of Materials	As specified	KO	1	When requested.
0200000/ 2.6.2	N/A	Work Status Report	As specified	KO	1	Within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
0200000/ 2.6.6.1	N/A	Quality Control Plan	As specified	KO	1	Within 15 calendar days after award and within seven calendar days of changes.
0200000/ 2.6.6.2	N/A	QC Inspection File	As specified	KO	1	Within five calendar days of completion/termi nation of the contract.
0200000/ 2.6.6.3	N/A	Contractor Quality Control/ Assessment Report	First work day of each month.	KO	1	Monthly
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	As specified	KO	1	Within 15 calendar days after award.

DELIVERABLES

Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/2.7.1	N/A	Organizational Chart	As specified	KO	1	Within 15 calendar days after award.
0200000/2.7.2.6	N/A	Proof of Legal Residency	As specified	KO	1	Prior to be admitted to site of work.
0200000/2.8.1	N/A	Employee List	As specified	KO	1	Upon request.
0200000/2.8.3	N/A	Passes and Badges	As specified	KO	1	Within 10 calendar days when an employee leaves the Contractor's service.
0200000/2.9.1	N/A	Accident Prevention Plan	As specified	KO	1	Within 15 calendar days after award and within seven calendar days of changes.
0200000/2.9.2	N/A	Activity Hazard Analysis	As specified	KO	1	Together with the Accident Prevention Plan and for changes.
0200000/2.9.3	N/A	Hazard Specific Safety Plans	As specified	KO	1	Together with the Accident Prevention Plan and for changes.
0200000/2.9.4	N/A	Navy Contractor Significant Incident Report	As specified	KO	1	Within one calendar day of accident.
0200000/2.9.4	N/A	Weight Handling Equipment Accident Report	As specified	KO	1	Within 30 calendar day of accident.
0200000/2.9.4.1	N/A	Initial Accident Reporting Notification Report	As specified	KO	1	Immediately after that an accident or near miss.
0200000/2.9.4.1	N/A	Follow-on Accident Reporting Notification Report	As specified	KO	1	Close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning.

DELIVERABLES

Annex/S pec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.4.1	N/A	Final Accident Reporting Notification Report	As specified	KO	1	Within 24 hours after completing the investigation of the accident.
0200000/ 2.9.6	N/A	On-Site Labor Report	First work day of each month.	KO	1	Monthly, by the fifth day of the month
0200000/ 2.9.7	N/A	OSHA Citations and Violations Corrective Action Report	As specified	KO	1	Within 48 hours after receiving a citation.
0200000/ 2.9.9	N/A	Safety Certifications	As specified	KO	1	Prior to start of work and as old certifications expire.
0200000/ 2.10.2.7	N/A	Asbestos Containing Material Notification	As specified	KO	1	Within 24 hours if ACM is encountered or suspected in the performance of work.
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	As specified	KO	1	Within 15 calendar days after award.
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO	1	Annually
0200000/ 2.12	N/A	Technical Library Contents	As specified	KO	1	Upon completion or termination of the contract.
0200000/ 2.15.3	N/A	Consolidated Non-Recurring Work Invoice	First work day of each month.	KO	1	Monthly
0200000/ 2.15.3	N/A	Non-Recurring Work Proposal	As specified	KO	1	Within two working days after Government's Request for Proposal.
1502000/ 3.1	N/A	Service Trouble Call Report	As specified	KO	2	Within three working days after completion
1502000/ 3.2	N/A	Annual Maintenance Schedule	As specified	KO	2	Within 15 calendar days after contract award

DELIVERABLES						
Annex/S pec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
1502000/ 3.2	N/A	Maintenance Report	As specified	KO	2	Within first 5 calendar days of each month
1502000/ 3.2.1	N/A	Prescriptive Maintenance Program Plan	As specified	KO	2	Within 15 calendar days after contract award
1502000/ 3.3	N/A	Inspection, Testing and Certification schedule	As specified	KO	2	Within 15 calendar days after contract award
1502000/ 3.3	N/A	Inspection and Test Report	As specified	KO	2	Within 5 calendar days after completion.

DELIVERY INFORMATION

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

Section G - Contract Administration Data

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252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

N/A

(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	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N69178
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	N69178
Accept at Other DoDAAC	_____
LPO DoDAAC	N64538
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(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.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

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

Ms. Neilda Williams, 215-897-8879

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

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

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

Section H - Special Contract Requirements

SECURITY/INSURANCE REQUIREMENT
RAPID GATE/INSURANCE REQUIREMENTS

CLAUSE - **RAPIDGATE**

"Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found under "Popular Links" at http://cnic.navy.mil/CNIC_HQ_Site/index.htm"

INSURANCE REQUIREMENTS:

1. MINIMUM INSURANCE REQUIREMENTS

- a. The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage:
1. Comprehensive General Liability: \$500,000 per occurrence.
 2. Automotive Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage.
 3. Workmen's Compensation: as required by Federal and State worker's compensation and occupational disease statutes.
 4. Employer's Liability Coverage: \$100,000 except in states where worker's compensation may not be written by private carriers.
 5. Other as required by state law.
- b. Prior to commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."
- c. The contractor agrees to insert the substance for this clause, including this paragraph (c), in all subcontracts hereunder.

****Cancellation Language****

The cancellation language must state, "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

DOD EMALL REQUIREMENTS

NFAS 16.504-103 DOD EMALL: Contractor Support of Electronic Contracting (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government wide Commercial Purchase Card (GCPC) program. When receiving GCPC 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 GCPC 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 GCPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

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

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved DD1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GCPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

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
52.204-4	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
52.209-6	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
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
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
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	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
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
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
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984

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
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
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
52.244-6	Subcontracts for Commercial Items	FEB 2016
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
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
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
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

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 the date of contract award through the 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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the value of the IDIQ ELINs set forth in the schedule;

(2) Any order for a combination of items in excess of the value of the IDIQ ELINs set forth in the schedule; or

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

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

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

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

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) 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.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 238220- assigned to contract number N40085-16-D-0313.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any FAR or DFARS clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of Provision)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

5252.217-9301 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. (Insert number of months) (End of Clause)

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

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

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

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

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

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

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

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

X 1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

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

Section J - List of Documents, Exhibits and Other Attachments

SECTION J - ATTACHMENTS

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	REFERENCES, INSTRUCTIONS, DIRECTIVES
J-0200000-04	INVOICING PROCEDURES
J-0200000-05	FORMS
J-0200000-06	EXHIBIT LINE ITEM NUMBERS
J-1502000-01	DEFINITIONS AND ACRONYMS
J-1502000-02	REFERENCES AND TECHNICAL DOCUMENTS
J-1502000-03	BACKFLOW PREVENTER INVENTORY
J-1502000-04	SITE MAPS
J-1502000-05	HISTORICAL SERVICE TROUBLE CALL WORKLOAD
J-1502000-06	CERTIFICATION DATES

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
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.
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.
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.
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.
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.
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.

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>
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.
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.
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".
Monthly On-Site Labor Report	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.
Electronic Operation And Maintenance And Support Information (eOMSI)	eOMSI is a set of consultant-prepared data manuals 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 prepared following completion of new construction facility or major facility upgrade. eOMSI's typically include 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.
Non-Recurring Work	Work ordered utilizing DoD EMALL or on a Task Order
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)	That individual designated by the KO to be responsible for the monitoring of Contractor performance.

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 Control (QC)	A method used by the Contractor to control the quality of goods and services produced.
Recurring Work	Recurring scheduled pre priced service work
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.
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.

Acronym	Title
ACO	Administrative Contracting Officer
BW	Biweekly
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CMMS	Computerized Maintenance Management System
COR	Condition of Readiness
DBH	Diameter at Breast Height
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
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
GPWS	Guide Performance Work Statements
HCA	Head Contracting Agency
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
KO	Contracting Officer
LAN	Local Area Network
M	Monthly
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
NSWC	Naval Surface Warfare Center
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PEO	Program Executive Officer
PM	Project Manager
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
Q	Quarterly
QC	Quality Control
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

Placeholder for Service Contract Act and Davis-Bacon Act Determinations.

WD 05-2449 (Rev.-17) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2449
Revision No.: 17
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: New Jersey, Pennsylvania

Area: New Jersey Counties of Burlington, Camden, Gloucester
Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery,
Northampton, Philadelphia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.53
01012 - Accounting Clerk II		16.31
01013 - Accounting Clerk III		18.24
01020 - Administrative Assistant		27.42
01040 - Court Reporter		21.74
01051 - Data Entry Operator I		14.22
01052 - Data Entry Operator II		15.51
01060 - Dispatcher, Motor Vehicle		17.92
01070 - Document Preparation Clerk		13.66
01090 - Duplicating Machine Operator		13.66
01111 - General Clerk I		13.45
01112 - General Clerk II		14.68
01113 - General Clerk III		16.48
01120 - Housing Referral Assistant		24.11
01141 - Messenger Courier		12.91
01191 - Order Clerk I		14.81
01192 - Order Clerk II		15.68
01261 - Personnel Assistant (Employment) I		16.56
01262 - Personnel Assistant (Employment) II		18.52
01263 - Personnel Assistant (Employment) III		20.64

01270	- Production Control Clerk	22.74
01280	- Receptionist	14.72
01290	- Rental Clerk	16.83
01300	- Scheduler, Maintenance	17.52
01311	- Secretary I	19.12
01312	- Secretary II	21.84
01313	- Secretary III	24.11
01320	- Service Order Dispatcher	16.76
01410	- Supply Technician	27.02
01420	- Survey Worker	17.92
01531	- Travel Clerk I	13.42
01532	- Travel Clerk II	14.10
01533	- Travel Clerk III	15.03
01611	- Word Processor I	15.91
01612	- Word Processor II	17.86
01613	- Word Processor III	19.98
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	22.83
05010	- Automotive Electrician	22.03
05040	- Automotive Glass Installer	20.34
05070	- Automotive Worker	21.11
05110	- Mobile Equipment Servicer	19.63
05130	- Motor Equipment Metal Mechanic	22.81
05160	- Motor Equipment Metal Worker	21.22
05190	- Motor Vehicle Mechanic	22.83
05220	- Motor Vehicle Mechanic Helper	18.71
05250	- Motor Vehicle Upholstery Worker	20.54
05280	- Motor Vehicle Wrecker	21.22
05310	- Painter, Automotive	22.14
05340	- Radiator Repair Specialist	21.22
05370	- Tire Repairer	14.89
05400	- Transmission Repair Specialist	23.49
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.05
07041	- Cook I	12.99
07042	- Cook II	13.84
07070	- Dishwasher	9.76
07130	- Food Service Worker	11.55
07210	- Meat Cutter	17.30
07260	- Waiter/Waitress	10.10
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.40
09040	- Furniture Handler	17.39
09080	- Furniture Refinisher	22.85
09090	- Furniture Refinisher Helper	19.50
09110	- Furniture Repairer, Minor	21.21
09130	- Upholsterer	19.41
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.81
11060	- Elevator Operator	12.33
11090	- Gardener	16.09
11122	- Housekeeping Aide	12.81
11150	- Janitor	12.81
11210	- Laborer, Grounds Maintenance	13.67
11240	- Maid or Houseman	11.29
11260	- Pruner	12.83
11270	- Tractor Operator	15.33
11330	- Trail Maintenance Worker	13.76
11360	- Window Cleaner	13.61
12000	- Health Occupations	
12010	- Ambulance Driver	17.48

12011 - Breath Alcohol Technician	20.44
12012 - Certified Occupational Therapist Assistant	22.91
12015 - Certified Physical Therapist Assistant	22.60
12020 - Dental Assistant	18.36
12025 - Dental Hygienist	32.95
12030 - EKG Technician	30.31
12035 - Electroneurodiagnostic Technologist	30.31
12040 - Emergency Medical Technician	17.48
12071 - Licensed Practical Nurse I	20.15
12072 - Licensed Practical Nurse II	22.05
12073 - Licensed Practical Nurse III	24.57
12100 - Medical Assistant	14.97
12130 - Medical Laboratory Technician	21.17
12160 - Medical Record Clerk	15.47
12190 - Medical Record Technician	17.00
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	34.99
12221 - Nursing Assistant I	10.52
12222 - Nursing Assistant II	11.83
12223 - Nursing Assistant III	12.91
12224 - Nursing Assistant IV	14.49
12235 - Optical Dispenser	21.62
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	15.13
12280 - Phlebotomist	14.49
12305 - Radiologic Technologist	28.02
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	32.76
12313 - Registered Nurse II, Specialist	32.76
12314 - Registered Nurse III	39.32
12315 - Registered Nurse III, Anesthetist	39.32
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.74
13012 - Exhibits Specialist II	28.77
13013 - Exhibits Specialist III	35.16
13041 - Illustrator I	22.94
13042 - Illustrator II	30.61
13043 - Illustrator III	37.43
13047 - Librarian	31.00
13050 - Library Aide/Clerk	16.83
13054 - Library Information Technology Systems Administrator	27.98
13058 - Library Technician	17.62
13061 - Media Specialist I	18.35
13062 - Media Specialist II	20.52
13063 - Media Specialist III	22.88
13071 - Photographer I	17.96
13072 - Photographer II	19.97
13073 - Photographer III	25.04
13074 - Photographer IV	30.62
13075 - Photographer V	37.06
13110 - Video Teleconference Technician	22.29
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.50
14042 - Computer Operator II	20.70
14043 - Computer Operator III	23.06
14044 - Computer Operator IV	25.64
14045 - Computer Operator V	28.39
14071 - Computer Programmer I	

(see 1)

14072	- Computer Programmer II	(see 1)	
14073	- Computer Programmer III	(see 1)	
14074	- Computer Programmer IV	(see 1)	
14101	- Computer Systems Analyst I	(see 1)	
14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		18.50
14160	- Personal Computer Support Technician		25.64
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		33.14
15020	- Aircrew Training Devices Instructor (Rated)		40.11
15030	- Air Crew Training Devices Instructor (Pilot)		48.06
15050	- Computer Based Training Specialist / Instructor		33.14
15060	- Educational Technologist		30.33
15070	- Flight Instructor (Pilot)		48.06
15080	- Graphic Artist		24.99
15090	- Technical Instructor		24.41
15095	- Technical Instructor/Course Developer		29.85
15110	- Test Proctor		19.71
15120	- Tutor		19.71
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010	- Assembler		9.77
16030	- Counter Attendant		9.77
16040	- Dry Cleaner		12.76
16070	- Finisher, Flatwork, Machine		9.77
16090	- Presser, Hand		9.77
16110	- Presser, Machine, Drycleaning		9.77
16130	- Presser, Machine, Shirts		9.77
16160	- Presser, Machine, Wearing Apparel, Laundry		9.77
16190	- Sewing Machine Operator		13.65
16220	- Tailor		14.52
16250	- Washer, Machine		10.80
19000	- Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		20.24
19040	- Tool And Die Maker		24.23
21000	- Materials Handling And Packing Occupations		
21020	- Forklift Operator		19.21
21030	- Material Coordinator		20.91
21040	- Material Expediter		20.91
21050	- Material Handling Laborer		13.92
21071	- Order Filler		13.88
21080	- Production Line Worker (Food Processing)		19.21
21110	- Shipping Packer		16.45
21130	- Shipping/Receiving Clerk		16.45
21140	- Store Worker I		16.93
21150	- Stock Clerk		19.11
21210	- Tools And Parts Attendant		19.21
21410	- Warehouse Specialist		19.21
23000	- Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		26.75
23021	- Aircraft Mechanic I		25.74
23022	- Aircraft Mechanic II		26.75
23023	- Aircraft Mechanic III		28.12
23040	- Aircraft Mechanic Helper		20.97
23050	- Aircraft, Painter		21.66
23060	- Aircraft Servicer		22.92
23080	- Aircraft Worker		23.95
23110	- Appliance Mechanic		21.01
23120	- Bicycle Repairer		15.11
23125	- Cable Splicer		34.08
23130	- Carpenter, Maintenance		24.40

23140 - Carpet Layer	22.57
23160 - Electrician, Maintenance	29.02
23181 - Electronics Technician Maintenance I	25.72
23182 - Electronics Technician Maintenance II	27.03
23183 - Electronics Technician Maintenance III	27.92
23260 - Fabric Worker	21.87
23290 - Fire Alarm System Mechanic	23.71
23310 - Fire Extinguisher Repairer	22.72
23311 - Fuel Distribution System Mechanic	26.86
23312 - Fuel Distribution System Operator	23.17
23370 - General Maintenance Worker	21.37
23380 - Ground Support Equipment Mechanic	25.74
23381 - Ground Support Equipment Servicer	22.92
23382 - Ground Support Equipment Worker	23.95
23391 - Gunsmith I	22.07
23392 - Gunsmith II	23.77
23393 - Gunsmith III	25.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.17
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.15
23430 - Heavy Equipment Mechanic	24.33
23440 - Heavy Equipment Operator	27.08
23460 - Instrument Mechanic	25.03
23465 - Laboratory/Shelter Mechanic	24.64
23470 - Laborer	15.83
23510 - Locksmith	23.29
23530 - Machinery Maintenance Mechanic	24.32
23550 - Machinist, Maintenance	21.24
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	25.03
23592 - Metrology Technician II	26.01
23593 - Metrology Technician III	26.83
23640 - Millwright	25.21
23710 - Office Appliance Repairer	23.06
23760 - Painter, Maintenance	21.97
23790 - Pipefitter, Maintenance	30.24
23810 - Plumber, Maintenance	26.56
23820 - Pneudraulic Systems Mechanic	25.51
23850 - Rigger	25.51
23870 - Scale Mechanic	23.77
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	18.79
23931 - Telecommunications Mechanic I	25.91
23932 - Telecommunications Mechanic II	26.92
23950 - Telephone Lineman	28.29
23960 - Welder, Combination, Maintenance	20.91
23965 - Well Driller	23.53
23970 - Woodcraft Worker	25.51
23980 - Woodworker	19.14
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.96
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.06
24630 - Homemaker	14.79
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.73
25040 - Sewage Plant Operator	22.47
25070 - Stationary Engineer	22.73

25190	- Ventilation Equipment Tender	18.74
25210	- Water Treatment Plant Operator	22.47
27000	- Protective Service Occupations	
27004	- Alarm Monitor	20.30
27007	- Baggage Inspector	13.48
27008	- Corrections Officer	24.29
27010	- Court Security Officer	27.70
27030	- Detection Dog Handler	18.81
27040	- Detention Officer	24.29
27070	- Firefighter	27.25
27101	- Guard I	13.48
27102	- Guard II	18.81
27131	- Police Officer I	28.28
27132	- Police Officer II	31.43
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	11.46
28042	- Carnival Equipment Repairer	12.02
28043	- Carnival Equipment Worker	9.59
28210	- Gate Attendant/Gate Tender	16.04
28310	- Lifeguard	12.78
28350	- Park Attendant (Aide)	17.94
28510	- Recreation Aide/Health Facility Attendant	11.54
28515	- Recreation Specialist	22.22
28630	- Sports Official	14.29
28690	- Swimming Pool Operator	17.23
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	24.30
29020	- Hatch Tender	24.30
29030	- Line Handler	24.30
29041	- Stevedore I	23.38
29042	- Stevedore II	25.20
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	38.17
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	26.31
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.98
30021	- Archeological Technician I	20.33
30022	- Archeological Technician II	22.75
30023	- Archeological Technician III	28.18
30030	- Cartographic Technician	28.27
30040	- Civil Engineering Technician	26.15
30061	- Drafter/CAD Operator I	20.33
30062	- Drafter/CAD Operator II	22.75
30063	- Drafter/CAD Operator III	25.36
30064	- Drafter/CAD Operator IV	31.21
30081	- Engineering Technician I	18.23
30082	- Engineering Technician II	20.47
30083	- Engineering Technician III	23.23
30084	- Engineering Technician IV	28.83
30085	- Engineering Technician V	35.18
30086	- Engineering Technician VI	42.58
30090	- Environmental Technician	21.49
30210	- Laboratory Technician	25.35
30240	- Mathematical Technician	28.18
30361	- Paralegal/Legal Assistant I	19.08
30362	- Paralegal/Legal Assistant II	23.64
30363	- Paralegal/Legal Assistant III	28.92
30364	- Paralegal/Legal Assistant IV	34.64
30390	- Photo-Optics Technician	28.18
30461	- Technical Writer I	21.76
30462	- Technical Writer II	26.62
30463	- Technical Writer III	34.22

30491 - Unexploded Ordnance (UXO) Technician I	24.25
30492 - Unexploded Ordnance (UXO) Technician II	29.35
30493 - Unexploded Ordnance (UXO) Technician III	35.17
30494 - Unexploded (UXO) Safety Escort	24.25
30495 - Unexploded (UXO) Sweep Personnel	24.25
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 25.36
30621 - Weather Observer, Senior	(see 3) 28.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	15.22
31030 - Bus Driver	19.16
31043 - Driver Courier	18.13
31260 - Parking and Lot Attendant	10.54
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	12.01
31361 - Truckdriver, Light	19.00
31362 - Truckdriver, Medium	19.28
31363 - Truckdriver, Heavy	19.99
31364 - Truckdriver, Tractor-Trailer	19.99
99000 - Miscellaneous Occupations	
99030 - Cashier	11.80
99050 - Desk Clerk	12.64
99095 - Embalmer	33.77
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.25
99310 - Mortician	34.20
99410 - Pest Controller	17.02
99510 - Photofinishing Worker	14.65
99710 - Recycling Laborer	18.72
99711 - Recycling Specialist	21.14
99730 - Refuse Collector	17.57
99810 - Sales Clerk	12.43
99820 - School Crossing Guard	11.48
99830 - Survey Party Chief	20.60
99831 - Surveying Aide	12.23
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.45
99841 - Vending Machine Repairer	16.98
99842 - Vending Machine Repairer Helper	14.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT J-0200000-03
REFERENCES, INSTRUCTIONS, DIRECTIVES

<u>Reference</u>	<u>Title</u>
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
P.L. 91-596	Occupational Safety and Health Act
P-806	City of Philadelphia Plumbing Code Chapter 8 Water supply and Distribution Section P-806 Backflow Protection.
CCC Manual	City of Philadelphia Water Department Cross-Connection Control Manual 6 th Edition 2006

ATTACHMENT J-0200000-04
INVOICING PROCEDURES

COMPANY LETTERHEAD AND ADDRESS

(As it appears on the contract)

TO: (ACTIVITY NAME AND ADDRESS)

CONTRACT: (CONTRACT NUMBER AND TITLE)

ELIN A001: Firm Fixed Price Work 1 Month @ \$ _____ =
for (month/year) _____

ITEM 0002: INDEFINITE QUANTITY WORK (AS AND IF REQUIRED)

TASK ORDER NO.

AMOUNT

_____ \$ _____
_____ \$ _____

TOTAL INDEFINITE QUANTITY WORK =

TOTAL AMOUNT OF INVOICE =

I CERTIFY THAT THE ABOVE IS A TRUE BILL AND
THAT PAYMENT THEREFORE HAS NOT BEEN RECEIVED.

(SIGNATURE)

(COMPANY OFFICIAL NAME AND TITLE)

Enclosures:
Task Orders
Monthly Work Schedule for _____

ATTACHMENT J-0200000-05
FORMS

<u>FORM NAME</u>	<u>USE OF FORM</u>
Service Repair Order	Service Repair Order used to describe requested IDIQ work
DD Form 1155	ORDER FOR SUPPLIES OR SERVICES
OSHA Form 300	Log of Work Related Injuries & Illnesses OSHA forms are available on the Internet under " www.osha.gov ".
OSHA Form 300A	Summary of Work Related Injuries & Illnesses OSHA forms are available on the Internet under " www.osha.gov ".
OSHA Form 301	Injuries and Illnesses Incident Report OSHA forms are available on the Internet under " www.osha.gov ".

ATTACHMENT J-0200000-06 EXHIBIT LINE ITEM NUMBERS
See J-1502000-06.xls

ATTACHMENT J-1502000-01
DEFINITIONS AND ACRONYMS

DEFINITION	DESCRIPTION
BBP/BFPs	Backflow Preventer
CCC	City of Philadelphia Water Department Cross Connection Control standard specifications
CCCM	City of Philadelphia Water Department Cross Connection Control Manual
City of Philadelphia-licensed Master Plumber tradesman who is certified for installation	The work shall be performed by a City of Philadelphia-licensed Master Plumber tradesman who is certified for installation, servicing and testing of City approved backflow prevention assemblies.
City of Philadelphia certified backflow technician	To become a City certified backflow technician, the applicant must successfully complete the four day Backflow Prevention Assembly Technician Training and Certification Course offered in Philadelphia by the New England Water Works Association (NEWWA) or the American Society of Sanitary Engineering (ASSE) and must register with PWD. To qualify for the City approved backflow prevention technicians listing, the PWD Certified Backflow Assembly Technician Registration Form (CR100) must be filled out and submitted to PWD. Certification shall be renewed every three years. (section 8.2 of the City of Philadelphia Water Department, Cross Connection Control Manual)
EQUIPMENT, INSTALLED	Encompasses building-type equipment, built-in equipment, and large, substantially affixed equipment/property, and is normally acquired and installed as part of a facility project. Installed equipment is normally required to make a facility useful and operable. Removing such equipment would impair the usefulness, safety, or environment of the facility or the facility restoration work required after its removal, is substantial.
EQUIPMENT, PERSONAL PROPERTY	Personal property equipment includes all equipment other than collateral equipment. Such equipment, when acquired and used in a facility or a test apparatus, can be severed and removed after erection or installation without substantial loss of value or damage thereto or to the premises where installed.
MAINTENANCE, PRESCRIPTIVE	Maintenance as dictated by Federal, State, or local governing agencies. The governing regulation or instruction dictates the type and frequency of maintenance and may provide the maximum amount of interrupted functional services. If the governing regulation or instruction does not provide the maximum amount of interrupted functional service, the cognizant technical agency shall determine the maximum applicable amount of interrupted functional service.
PWD	City of Philadelphia Water Department
REPAIR	Repair is the restoration of facilities or equipment to such a condition that it may be effectively utilized for its designated purposes by overhaul, reconstruction, or replacement of constituent parts or materials which have deteriorated by action of the elements or usage, and which have not been corrected through maintenance. This term also applies to replacement of the entire unit or system if beyond economical repair. The intent of repair is to have the equipment at normal working condition.

REPLACEMENT	Replacement, as a distinct work element, is confined to a program of planned replacement of a facility or its components. It may be further limited to major components such as air conditioning compressors, furnaces or hot water heaters. Replacement is performed when the equipment has reached the end of its useful life; when it no longer can perform due to degradation of its internal components and repair is no longer cost effective. Included under the replacement would be the major rebuilding of any component, since rebuilding also restores performance.
RESTORATION	Restoration of real property to such a condition that it can be used for its intended purpose. Includes repair or replacement work to restore facilities damaged by inadequate sustainment, excessive age, natural disaster, fire, accident or other causes.
SUSTAINMENT	Maintenance and repair activities necessary to keep a typical inventory of facilities in “normal working condition”. Sustainment includes regularly scheduled maintenance as well as cyclical major repairs or replacement of components that occur periodically over the expected service life of the facilities.
TROUBLE CALL	Any work required to return a facility, system, equipment or component to normal working condition. Trouble calls are facility problem requests or requests for facilities-related work that are not planned and estimated.

Acronym	Title
BBP/BFPs	Backflow Preventer
CCC	City of Philadelphia Water Department Cross Connection Control standard specifications
DCV	Double Check Valve
RPIE	Real Property Inventory Equipment
Pb	Plumbing / Plumber
PNY	Philadelphia NAVAL Yard
SRM NSA	Sustainment, Restoration and Modernization NAVAL Supply Activity
UFC	Unified Facilities Criteria
Ball VLV	Ball Valve
RPL	Replace
Gate Vlv	Gate Valve
PWD	Philadelphia Water Department
RPZ	Reduced Pressure Zone

ATTACHMENT J-1502000-02
REFERENCES AND TECHNICAL DOCUMENTS

Reference	Title
CCC / CCCM	City of Philadelphia Water Department Cross Connection Control Unit, / Cross Connection Control Manual 6th Edition 2006
Philadelphia Plumbing Code	City of Philadelphia Plumbing Code Sub code "P" – Title 4 of the Philadelphia Code Second edition: January 2004, Section 806
PWD	Philadelphia Water Department
Section 806	The Philadelphia Plumbing Code Chapter 8 Water Supply and Distribution Section 806 Backflow Protection

ATTACHMENT J-1502000-03
BACKFLOW PREVENTER INVENTORY

Region Site 2 Building No.	TYPE	Manufacture	Size	Model No.	Serial No.	System	Installed	Location
25	RPZ	WATTS	10"	909M1	401448	Domestic	08-07-1995	Hot House Building 113
25	RPZ	WATTS	10"	909M1	401449	Domestic	08-07-1995	Hot House Building 113
113	RPZ	WATTS	8"	909M1	623420	Domestic	08-07-1995	Hot House Building 113
113	RPZ	CONBRACO	4"	4020A03	ND025	Domestic	08-07-1995	Hot House Building 113
113	RPZ	APOLLO	10"	WATTS	401447	Domestic	01-02-2003	Hot Box Between Buildings 24and 2
113	RPZ	WATTS	8"	WATTS	16033	Domestic	05-07-2015	Hot Box Between Buildings 24and 2
Public Works Dept. Building No.	TYPE	Manufacture	Size	Model No.	Serial No.	System	Installed	Location
643	RPZ	CONBRACO	3"	85430013	5101518	Domestic	10-21-2011	Southeast Corner Shop Stores
1082	RPZ	CONBRACO	2"	RP 40	208284	Domestic	11-12-2011	Mechanical Room Southeast corner
567	RPZ	WATTS	1 ½"	009M2QT	135408	Domestic	12-11-2011	Middle Office
643	DCV	AMES	8"	Colt 200	KH-0393	FIRE	08-27-2010	South side Carpenter Shop
Region Site 1 Building No.	TYPE	Manufacture	Size	Model No.	Serial No.	System	Installed	Location
1	RPZ	CONBRACO	2"	RP 40	344457	Domestic	11-18-2011	Tunnel area (Gas Free Required)
20	RPZ	CONBRACO	2"	RP 40	40207T2	Domestic	11-22-2010	Southside Column A-12
20	RPZ	CONBRACO	2"	RP 40	170689	Domestic	11-30-2010	Northeast Corner
20	RPZ	CONBRACO	2"	RP 40	17018	Domestic	11-30-2010	Southwest side Hot box outside
44	RPZ	CONBRACO	2"	RP 40	208284	Domestic	11-23-2010	Inside Southside backroom
56	RPZ	WATTS	2"	009M2QT	294263	Domestic	05-17-2010	Northwest side
480	RPZ	CONBRACO	1 ½"	RP 40	230586	Domestic	10-11-2010	Southeast Basement /Craw space
545	RPZ	CONBRACO	3	4020002	17293	Domestic	N/A	Southeast Mechanical Room
546	RPZ	CONBRACO	2"	RP 40	164600	Domestic	09-06-2010	Eastside 17 th Street
546	RPZ	CONBRACO	2"	RP 40	227438	Domestic	N/A	Eastside 17 th Street
592	RPZ	CONBRACO	3"	RP 40	38791	Domestic	N/A	Southwest Mechanical Room

Region Site 1 Building No.	TYPE	Manufacture	Size	Model No.	Serial No.	System	Installed	Location
615	RPZ	CONBRACO	3"	402002	N1006170624	Domestic	N/A	Southeast Mechanical Room
679	RPZ	FEBCO	3"	880VUVD	11050189	Domestic	N/A	Southwest Mechanical Room
712	RPZ	WATTS	1"	009M2QT	318425	Domestic	N/A	Northeast Side
1029	RPZ	CONBRACO	3"	RP 40	16758	Domestic	N/A	Northeast Corner behind Air Rotation Unit
1081	RPZ	CONBRACO	1 ½"	RP 40	344492	Domestic	11-11-2011	Southside Mechanical Room
1	DCV	WATTS	6"	909	261927	FIRE	N/A	1 st Floor Northside Center Mechanical Rom
44	DCV	FABCO	4"	DCDA	F0312111	FIRE	N/A	Inside Southside backroom
56	DCV	AMES	6"	COLT 200	2FM0299	FIRE	N/A	(Fire House) Southwest truck bay
480	DCV	AMES	4"	COLT 200	KE5067	FIRE	N/A	Southside closet
545	DCV	AMES	6"	4000SS	113786	FIRE	N/A	Eastside Meter Room
546	DCV	AMES	8"	COLT 200	2191	FIRE	N/A	Northeast side Outside Pump House
592	DCV	WATTS	8"	709DCA	115857	FIRE	N/A	Northwest Corner
615	DCV		6"			FIRE	N/A	Westside Mechanical Room
1029	DCV	WATTS	8"	709DCA	115848	FIRE	N/A	Southwest Corner
NSWC Site 1 Building No.	TYPE	Manufacture	Size	Model No.	Serial No.	System	Installed	Location
4	RPZ	CONBRACO	4"	4020A02	15993	Domestic	11/30/2011	Outside Southwest Corner Hot Box
29	RPZ	CONBRACO	4"	4020A02	17294	Domestic	04/12/2011	Northwest Mechanical Room
77H	RPZ	CONBRACO	4"	4020A02	16607	Domestic	11/30/2011	Meter Room Southeast
77H	RPZ	FEBCO	6"	800VUVD	N1107271023	Domestic	11/30/2011	Meter Room Northwest
Cooling Tower	RPZ	WATTS	6"	909M1	256232	Domestic	N/A	Northeast side Hot Building

ATTACHMENT J-1502000-04
SITE MAPS

See J-1502000-04.pdf

ATTACHMENT J-1502000-05
HISTORICAL SERVICE ORDER WORKLOAD

Work Order	Description	Work Type	Date	Location
N/A	Replace 2 each 10" Gate Valves	SERVICE	14-Nov-13	PHILN-113
BWWSZT	Repair/Rebuild 8" 1 st and 2 nd Check Valves	SERVICE	23-Jan-14	PHILN-24/25
BVGMDS	Repair/Rebuild 10" 1 st and 2 nd Check Valves	SERVICE	24-Jan-14	PHILN-113
BWWSZT	Rebuild 10" 1 st and 2 nd Check Valves, Repack Gate Vlv	SERVICE	24-Jan-14	PHILN-24/25
BWCBLJ	Repair/Rebuild 4" 1 st and 2 nd Check Valves	SERVICE	24-June-14	PHILN-113
BWSWYK	Replace 3" Conbraco RPZ, 3" WYE, 3" Air Gar, 2 ea. Flanges & 10' Pipe	SERVICE	23-Jan-14	PHILSO-592
BWCXHL	Repair 3" Check Vlv. Replace Air Gap & drain line piping to outside of building	SERVICE	15-Aug-14	PHILSO-1029
BWCRZC	Repair Kits for 4 each 2-1/2" Check vlvs	SERVICE	03-April-14	PHILSO-546
N/A	Repair 2 each Conbraco RPZ Vlvs	SERVICE	12-June-14	PHILSO-20
N/A	Repair 1 st and 2 nd Check Vlvs	SERVICE	19-June-14	PHILSO-29
N/A	Replace 1 each 8" RPZ, and 1 each 8" Gate Vlv with Flanges	PWC SHOPS	07-May 15	PHILN-24/25

ATTACHMENT J-1502000-06
CERTIFICATION DATES

Backflow Prevention Devices SITE 1 PNY Complex 4921 South Broad St, Philadelphia PA, 19112 and SITE 2 NSA Complexes 700 Robbins Avenue, Philadelphia PA 19111. All Backflow Preventers are certified yearly between the Months of April and September. The Contractor shall be responsible for keeping yearly City of Philadelphia required inspection due dates.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:.....

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

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

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 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)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$15,000,000.

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

(b) 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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

BASIS FOR AWARD

All questions from offerors concerning any aspect of this Request for Proposal (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquiries will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to questions shall not have the effect of changing the provision of the written RFP.

All questions must be submitted at least 5 days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

Pre-proposal inquiries shall be electronically sent to Christine Sholtz, Contract Specialist, at the following email address: christine.sholtz@navy.mil

A. BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest price technically acceptable offer.
2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.
4. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.
5. The number of proposals to be evaluated for technical acceptability may be limited to the five lowest priced offers at the discretion of the contracting officer. If the number of proposals to be evaluated is limited, technical proposals shall be provided to the evaluator(s) without any identification of prices or

any rank order of prices. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable proposal. If the contracting officer later determines that discussions are necessary, the procedures in FAR 15.306 shall be followed.

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under factors 1, 2, 3 and 4 in order to be considered technically acceptable overall.

B. SAFETY EVALUATION

1. Per NFAS 15.304(d), solicitations utilizing source selection procedures for procurements within the 50 United States and the District of Columbia shall contain a standard "Safety" technical evaluation factor. This factor shall be included as a stand-alone evaluation factor and not as a sub-factor or an element of the Past Performance evaluation factor. This action will result in the selection of contractors that have consistently demonstrated a commitment to safety and the ability to properly manage and implement safety procedures for themselves and all tiers of subcontractors under their purview.

2. The safety evaluation has three elements: Experience Modification Rate (EMR), Occupational Safety and Health Association (OSHA) Days Away from Work, Job Restriction, or Transfer (DART), and Technical Approach to Safety.

3. The three elements of safety, as listed above, are not sub-factors. The evaluators should collectively consider all elements of safety when assigning an overall adjectival rating for this factor. The SSEB will need to make a qualitative determination of the rating for this factor, taking into account the risk ratings for EMR and DART and the subjective evaluation of the narrative.

4. Evaluators will not average the rating from the three [2013, 2014, and 2015] years for the EMR and the DART.

5. The following should be utilized by evaluators as a general guideline to evaluate the EMR and DART rates:

<u>Risk</u>	<u>EMR</u>
Very Low Risk	Less than 0.6
Low Risk	From 0.6 to less than 0.8
Moderate Risk	From 0.8 to 1.0
High Risk	Greater than 1.0 to 1.1
Extremely High Risk	Greater than 1.1

<u>Risk</u>	<u>DART Rate</u>
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

c. TECHNICAL CAPABILITIES

1. Offerors shall submit a narrative or other information requested herein to provide information relevant to their technical ability to perform as required by the solicitation. This factor shall be included as a stand-alone evaluation factor and not as a sub-factor or an element of the Past Performance evaluation factor. Offers must address the following topics. Offers that do not address EACH topic will be rated unacceptable.

a) Describe your firm’s general management strategy and how it will meet the requirements specified in Annex 15.

b) Submit proof of all current licenses and certifications and provide a narrative statement addressing your personnel’s applicable training and experience to accomplish the specialty work required by Annex 1502000 and Annex 0200000.

c) Explain how you plan to identify to the government the deficiencies of equipment discovered during inspection and testing.

2. The three elements of technical capabilities, as listed above, are not sub-factors. The evaluators should collectively consider all elements of technical capabilities when assigning an overall adjectival rating for this factor taking into account the subjective evaluation of the narratives.

D. ADJECTIVAL RATINGS/DESCRIPTIONS

Each offeror’s technical factors and past performance will be evaluated separately. Upon the conclusion of the evaluation of the technical factors and past performance, an overall non-price factors rating of Acceptable (A) or Unacceptable (U) will be assigned to each offeror’s non-price factors proposal.

1. The following adjectival ratings and rating descriptions will be used to assign a rating to each technical factor. Use upper case letter ratings for major technical factor ratings. The addition of plus (+) or minus (-) to an adjective rating is not allowed.

Table A-1. Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable (A)	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable (U)	Proposal does not clearly meet the minimum requirements of the solicitation.

The weaknesses and/or deficiencies (as defined below) of each proposal for each non-price evaluation factor which influenced the assigned adjectival rating shall be identified.

Definitions	
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.

Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
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2. PAST PERFORMANCE EVALUATION

Past Performance shall be evaluated when using the LPTA process, unless waived by the PCO in accordance with FAR 15.101-2(b). Past performance will be rated on an “acceptable” or “unacceptable” basis using the ratings in the following table:

Table A-2. Past Performance Evaluation Ratings	
Rating	Description
Acceptable (A)	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note below.)
Unacceptable (U)	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “acceptable.”

(a) Aspects of Past Performance Evaluation. The past performance evaluation results is an assessment of the offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror’s record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. There are two aspects of the past performance evaluation.

(1) The first is to evaluate whether the offeror’s present/past performance is relevant or not relevant to the effort to be acquired. The criterion to establish what is relevant is unique to each LPTA source selection. For this solicitation, provide information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for recent and relevant (performed within the last 3 years) type contracts and in addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(2) The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror’s past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

(3) Past Performance relevancy will be rated as either “Relevant” or “Not Relevant”.

Table 3. Past Performance Relevancy Ratings	
Rating	Definition
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) / Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Facilities Engineering & Acquisition Division
NAVFAC MIDLANT, PWD PENNSYLVANIA
306 Market Street, Suite #1
Rome, NY 13441-4610

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the

listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

5252 The use in this solicitation of any FAR OR DFARS provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

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

(b) The offeror shall submit the following information:

(1) Two (2) completed signed solicitation packages (SF 33 & Amendments, if applicable), including executed representations and certifications (ORCA), and cost/prices in Section B (CLINs 0001 through 0010) and any accompanying exhibits.

(2) One original and one copy of the technical proposal.

(3) One original and one copy of the cost/price proposal.

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

(d) PRICE/COST PROPOSAL. Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit.

(1) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

5252.237-9302 SITE VISIT (JUL 1995)

1. The site will be held on 12 July 2016. Parties interested in attending the site visit shall meet at 10:00 AM EST at PHILADELPHIA NAVY YARD (PNY), Philadelphia, PA.

2. If you plan on attending, you MUST notify Mr. Pat Roseboro; walter.roseboro@navy.mil by email no later than 12:00 PM EST on 11 July 2016

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

EVALUATION FOR AWARD

EVALUATION FACTORS FOR AWARD

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

- Factor 1 – Safety
- Factor 2 – Technical Capabilities
- Factor 3 – Past Performance
- Factor 4 – Corporate Experience

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

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under factors 1, 2, 3 and 4 in order to be considered technically acceptable overall.

4. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

(1) Solicitation Submittal Requirements:

(i) Complete blocks 12, 13, 14, 15 A, B, and C, 16, 17, and 18 of the RFP, SF 33. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP schedule. These sections constitute the model contract. No part of the technical proposal should be a part of this submission.

(ii) Insert total proposed price for (CLINS) 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010. In addition, Section J, attachment J-200000-06, Exhibit Line Item Numbers (ELIN) must be provided for ELINs A001 through E737. Total price consists of the basic requirements and all option items. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s).

(iii) Submit an original and one copy of the price proposal with Reqs and Certifications (SAM) in a separate three ring binder. The price proposal shall be submitted at the same time as the technical proposal.

(iv) All Offerors shall register in the System for Award Management (SAM) or be migrated into SAM from the Central Contractor Registration (CCR) database in order to be eligible for award. SAM means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes.

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

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

Proposals will be evaluated for completeness and reasonableness as follows:

(i) Completeness. All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an “all or none” basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined unacceptable.

(ii) Reasonableness. Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced between fixed-price items.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

(b) Non-price related factors:

(1) **Factor 1. Safety:**

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the **three** previous complete calendar years 2013, 2014, 2015, submit your EMR (which compares your company’s annual losses in insurance claims against its policy premiums over a **three** year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

For the **three** previous complete calendar years 2013, 2014, 2015, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages. **NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

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

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

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

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

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

of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation. **NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

(2) **Factor 2. Technical Capabilities:**

(i) Offerors shall submit a narrative or other information requested herein to provide information relevant to their technical ability to perform as required by the solicitation. The offeror's ability to meet the performance/qualification requirements will be assessed as follows:

(1) Describe your firm's general management strategy and how it will meet the Facility Investment sub-annex requirements. See Annex 1502000, sub-annex 1.1. What are the perceived high risk areas?

NOTE: Offerors are subject to compliance with FAR 52.219-14, Limitation on Subcontracting, which requires that they perform at least 50% of the work required by the contract themselves, as opposed to by subcontract. Provide an affirmative statement that your firm will perform at least 50% of the work; in the event, subcontractors will be used to perform a portion of the work, specify the percent that such subcontractors will perform.

(2) Submit proof of all current licenses and certifications and provide a narrative statement addressing your personnel's applicable training and certification to accomplish the specialty work required by Annex 1502000, paying particular attention to the specific requirements of sub-annex 2.2.1 and 2.3. For each individual, provide at least one reference (with current contact information) from a prior **similar** backflow preventer inspection/certification contract performed, that can verify the personnel training and experience. Contractor should explain how they propose to ensure training and certification is maintained and current.

(3) Explain how you plan to identify to the government the deficiencies of equipment discovered during inspection and testing. See Annex 1502000, sub-annex 3.2.

(ii) Basis of Evaluation: The Government will evaluate the narrative considering the extent the Offeror demonstrates the ability to perform the requirements of the solicitation. This factor will be rated on an Acceptable or Unacceptable basis. Proposals that do not address each individual topic for Technical Capability by providing required and complete information will be rated Unacceptable.

(3) **Factor 3. Past Performance:**

(i) "Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 4, Corporate Experience, set out herein below. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

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

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

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

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment C.

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

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

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

(4) Factor 4. Corporate Experience:

(i) Solicitation Submittal Requirements: Offerors shall provide information on at least two (2) up to a maximum of five (5) Backflow Preventer Inspection, Certification and Repairs service contracts performed (as the prime contractor) within the past five (5) years, including current (on-going) contracts which evidences its corporate experience. Contracts should be similar in size, scope, and complexity to the

current requirement. Include a short description of the work performed, contract number, title, location of work, and a list of clients and points of contact on individual contracts with accurate telephone numbers. Offerors may include past experience information regarding predecessor companies and key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. However, the prime contractor will not be found acceptable on the basis of the subcontractor's experience only. As noted above, the offeror shall be the prime contractor on at least two (2) contracts of similar size, scope, complexity, context and relevancy as the current requirement. Offerors shall provide experience information using form in Attachment D. Offerors are responsible for ensuring points of contact and phone numbers are current and correct.

(ii) Basis of Evaluation: The requirement for acceptability will be based upon the projects submitted by the Offeror in its proposal. The Offeror must have at least two (2) projects that are similar in size, scope, and complexity to the RFP for backflow preventer inspection, certification and repairs.

Proposals that fail to provide required and complete information will be rated UNACCEPTABLE.

ATTACHMENT C

1. The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).

2. The current NAVFAC Form PPQ-0 dated 7 December 2011 is available at <https://portal.navy.mil/portal/page/portal/ag/pdffiles/ppq%20rev%20dec%202011.doc>

“Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 3, Past Performance. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

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

ATTACHMENT C

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: _____ CAGE Code: _____
Address: _____ DUNs Number: _____
Phone Number: _____
Email Address: _____
Point of Contact: _____ Contact Phone Number: _____

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)
Percent of project work performed: _____
If subcontractor, who was the prime (Name/Phone #): _____

3. Contract Information

Contract Number: _____
Delivery/Task Order Number (if applicable): _____
Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify): _____
Contract Title: _____
Contract Location: _____

Award Date (mm/dd/yy): _____
Contract Completion Date (mm/dd/yy): _____
Actual Completion Date (mm/dd/yy): _____
Explain Differences: _____

Original Contract Price (Award Amount): _____
Final Contract Price (*to include all modifications, if applicable*): _____
Explain Differences: _____

4. Project Description:

Complexity of Work High Med Routine
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: _____
Title: _____
Phone Number: _____
Email Address: _____

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S

1. QUALITY:						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed	E	VG	S	M	U	N

price(s)?

Contractor Information (Firm Name): _____

Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

ATTACHMENT D: CORPORATE EXPERIENCE FORM

**CORPORATE
EXPERIENCE FORM**
N40085-16-R-0313

Offeror: _____

Project Title: _____

Contract Number: _____

DUNS Number utilized during Project Performance: _____

Location: _____

Award Date: _____ Completion Date: _____

Original Value: \$ _____ Final Value: \$ _____

Type of Contract: Fixed Price Cost Reimbursable

Project Description: _____

Customer Name _____ Contact: _____

Organization _____

Telephone Number _____

FAX Number _____

Email Address _____

**Note: Offerors may select to use another format for this information;
however, all of the above elements must be contained in the presentation.