

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 144	
2. CONTRACT NO.		3. SOLICITATION NO. N62473-11-R-4604	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 06 Jun 2011	6. REQUISITION/PURCHASE NO. ACQR1831403		
7. ISSUED BY NAVFAC SOUTHWEST SPECIALTY CONTRACTS CORE CODE RAQ30 1220 PACIFIC HWY, BLDG 127 SAN DIEGO CA 92132-5190		CODE N62473	8. ADDRESS OFFER TO See Item 7		(If other than Item7)	CODE	
TEL:		FAX:		TEL:		FAX:	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME PATTY A. OLIVAS	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-532-2357	C. E-MAIL ADDRESS patty.olivas@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

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

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

Section A - Solicitation/Contract Form

SECTION A

Section A - Solicitation/Contract Form

ADDITIONAL INSTRUCTIONS

A.1 CONTRACT TITLE

This contract is for the Mishap Prevention and Hazard Abatement Program (MPHA) for Naval Facilities Engineering Command, Worldwide.

MPHA is a Navy-wide program geared toward the identification and mitigation of hazards, specifically providing expertise and support to installations that exceeds what is available internally to the installation. The MPHA program supports the Department of the Navy (DoN) Safety Vision which states: "DoN Safety enhances mission readiness by preventing mishaps through aggressive leadership, safe and reliable equipment, adequate resource allocation, effective training, accountability, and proven risk management principles." The MPHA program corrects high risk hazards seeking to avoid work force injuries which represent a significant cost to the Navy and directly impact mission readiness.

This contract's scope of work includes Industrial Ergonomics Training, hazard analysis for electrical, fall protection and ergonomic hazards, recommendations for mitigation and implementation of mitigation strategies (design, development, procurement and installation) for such hazards. More information on MPHA program can be found at: https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac_ww_pp/navfac_hq_pp/navfac_sf_pp

The contractor shall perform training and ergonomic conference support as part of FFP work: all other work will be ordered as needed through IDIQ task orders. Services may also include completion and refinement of work products initiated under previous contracts.

The Program covers various Naval and Marine Corps installations in the NAVFAC worldwide footprint including the Continental United States. Additionally, assessment services may be required from any Department of Defense (DOD) location worldwide.

A.2 TYPE OF CONTRACT

This is a combination Firm Fixed-Price/Indefinite Delivery/Indefinite Quantity (FFP/IDIQ) contract. Refer to FAR Clause 52.216-1, Type of Contract (Apr 1984) in Section L.

A.3 SET-ASIDE DETERMINATION

In accordance with FAR, Subpart 19.8, Contracting with the Small Business Administration, DFARS, Subpart 219.8, Contracting with the Small Business Administration, and under the guidelines of the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense (DoD), signed on December 18, 2009, it has been determined that competition for this procurement **will be limited to 8(a) Business Development Program participants**, with the assigned NAICS code of 541690.

A.4 MINIMUM GUARANTEE

The minimum guarantee of work is the firm fixed-price portion of the base contract period. The maximum dollar value of the contract is the total dollar value of the fixed price and indefinite quantity Items for the base period and all option periods. The maximum shall not be exceeded except as may be provided for by formal modification to the contract. Refer to NFAS Clause 5252.216-9313, Maximum Quantities (Jun 1994), in Section I.

A.5 STANDARD EXECUTION PROCEDURES

The NAVFAC Specialty Contracts Core (Code RAQ4) Team is the procuring and administering office and is responsible for all contractual matters related to the basic contract, task orders, and invoices.

A.6 INDUSTRY FORUM

An Industry Forum is scheduled for August 16, 2011 at 10:00 (am PST). Please refer to Section L for details on location and site specific requirements. The Industry Forum will bring together decision-makers and subject-matter experts from the Navy, industry, and academia to share information and ideas that are critical to helping the Navy achieve mission success. The Forum is being conducted to encourage the further exchange of ideas and will aid the Navy in preparing the Performance Work Statement (PWS) requirements in support of the MPHA Program. Any inquiries on the Industry Forum should be sent directly to the Contracting Officer, Patty Olivas, at 619-532-2357, or at email address: patty.olivas@navy.mil.

A.7 PRE-PROPOSAL CONFERENCE/SITE VISIT

No Pre-Proposal meeting is scheduled at this time. If the Government decides to hold a pre-proposal meeting, an amendment will be issued to the RFP with meeting details.

A.8 DUE DATE FOR TECHNICAL AND PRICE PROPOSALS

Proposals are due by 12:00 noon (PST) on September 16, 2011. Refer to Section A.12, for proposal delivery address. The Offeror agrees to hold its offer firm for **90 days** from the date specified for receipt of proposals. See Section L.5, Proposal Submission Requirements for more information.

A.9 DATABASE REGISTRATION

a. **CCR**: In accordance with FAR Subpart 4.11, Central Contractor Registration, all prospective Offerors must be registered in the Department of Defense Central Contractor Registration (CCR) prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement, in order to be eligible to receive award. The Central Contractor Registration is the primary registrant database for the U.S. Federal Government. The CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards.

On-line registration instructions can be accessed from the CCR home page at <https://www.bpn.gov/ccr/>.

b. **VETS-100**: In accordance with 41 CFR Parts 61-250 and 61-300, and FAR Subpart 22.13, Equal Opportunity for Veterans, the Veterans' Employment and Training Service (VETS) has issued regulations and reporting requirements under The Vietnam Era Veterans Readjustment Assistance Act (VEVRAA) which requires Federal contractors and subcontractors to annually submit the Federal Contractor Veterans' Employment Report VETS-100 ("VETS-100 Report"). All Offerors must be registered in the VETS100 database in order to be eligible to receive contract award.

On-line registration instructions can be accessed from the VETS-100 home page at: <http://www.dol.gov/vets/programs/fcp/main.htm>.

c. **ORCA**: In accordance with FAR Subpart 4.12 – Representations and Certifications, all Offerors must be registered in the Online Representations and Certifications Application (ORCA) database in order to be eligible for contract award. ORCA is an e-Government initiative that was designed by the Integrated Acquisition Environment (IAE) to replace the paper-based Representations and Certifications (Reps and Certs) in Section K of all solicitations, with an Internet application.

On-line registration and instructions can be accessed from the ORCA homepage at: <https://orca.bpn.gov/login.aspx>.

d. **Executive Compensation**: In accordance with FAR Subpart 4.14, Reporting Executive Compensation and First-Tier Subcontract Awards, and the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by

section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), all Offerors are required to report subcontract award data and the total compensation of the five most highly compensated executives of the contractor and subcontractor. Refer to FAR Clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) in Section I.

On-line registration and instructions can be accessed from the Federal Funding Accountability and Transparency Act (FFATA) homepage at: <https://www.fsrs.gov/>.

A.10 SUMMARY OF SOURCE SELECTION PROCESS

The Government intends to evaluate offers and award a contract without discussions (except for clarifications, as described in FAR 15.306(a)). Therefore, your initial offer should contain your best terms from a 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. Information regarding the source selection process, content of proposals, evaluation of proposals, and best value evaluation to be used is located in Sections L and M.

A.11 TECHNICAL/CONTRACTUAL INQUIRIES

Technical/contractual inquiries shall be directed to the Contracting Officer, Patty Olivas, at the address listed in SF 33, block #7, or by telephone at (619) 532-2357, by e-mail at patty.olivas@navy.mil, or by facsimile to (619) 532-1155. Inquiries not received at least 10 days prior to closing date for receipt of proposals may not be considered timely and may not receive a response.

A.12 POINTS OF CONTACT

The NAVFAC Specialty Contracts Core (Code RAQ4) Team is the procuring and administering office for this contract and is responsible for all contractual matters related to the basic contract, task orders, and invoices. Mailing address (US Postal Service, FedEx, or UPS delivery):

Specialty Contracts Core
Code RAQ4
1220 Pacific Highway
San Diego, CA 92132-5190

Primary POC: Patty Olivas, Contracting Officer
Phone: 619-532-2357
Fax: 619-532-1155
Email: patty.olivas@navy.mil

Secondary POC: Dennis Guerra, Contract Specialist
Phone: 619-532-1693
Fax: 619-532-1155
Email: dennis.guerra1@navy.mil

Section B - Supplies or Services and Prices

SECTION B

Section B - Supplies or Services and Prices

SUPPLIES OR SERVICES AND PRICES

B.1 CONTRACT LINE ITEM NUMBERS (CLINS), SUB-LINE ITEM NUMBERS (SLINS), AND EXHIBIT LINE ITEM NUMBERS (ELINS)

a. Offerors shall enter the summation of total prices from the ELINs identified on Section J, Attachment J-0200000-06, Exhibit Line Item Numbers (ELIN) - Firm Fixed-Price (FFP) and Section J, Attachment J-0200000-07, Exhibit Line Item Numbers (ELIN) - Indefinite Delivery/Indefinite Quantity (IDIQ) to the corresponding CLINs in the Supplies or Services & Prices/Costs worksheet included in Section B of the RFP.

b. The schedule of Firm Fixed-Price (FFP) and Indefinite Delivery/Indefinite Quantity (IDIQ) work, and any accompanying exhibits, will be used as the basis for deductions, in accordance with NFAS Clause 5252.246-9303, Consequences of Contractor's Failure To Perform Required Services (Oct 2004), in Section E.

c. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended offer and the extended price will be corrected accordingly. If the offer provides a total amount on an ELIN, but fails to enter the unit price, the total amount divided by the quantity will be held to be the intended unit price.

B.2 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

Once the estimated quantities for individual line items shown in Section J, Attachment J-0200000-07, Exhibit Line Item Numbers (ELIN) - Indefinite Delivery/Indefinite Quantity (IDIQ) have been ordered, additional quantities may be ordered as long as the contractor agrees by signing the task order, provided that the total contract ceiling price is not exceeded.

B.3 HISTORICAL DATA AND IDIQ QUANTITIES

Refer to Section J, Attachment J-0404000-03, Historical Information - Assessment Services and Attachment J-0404000-04, Previous Contract Historical Data for historical workload data from the previous contract.

This information is provided for planning purposes only and is not intended to represent the amount of work required by this contract. IDIQ quantities in Attachment J-0200000-07,

are estimates only. There is no guarantee of these quantities. Once estimated quantities for individual line items shown have been ordered, additional quantities may be ordered, as long as the overall maximum dollar value of the contract is not exceeded and the Contractor agrees to increased quantities by contract modification.

B.4 LABOR STANDARDS

The work show in Section J, Attachment J-0200000-06, Exhibit Line Item Numbers (ELIN) - Firm Fixed-Price (FFP) and Section J, Attachment J-0200000-07, Exhibit Line Item Numbers (ELIN) - Indefinite Delivery/Indefinite Quantity (IDIQ), shall be performed in accordance with the Performance Work Statement (PWS), show in Annex 0404000, Safety, and are subject to labor standards prescribed by the Department of Labor (DOL) Service Contract Action (SCA) Wage Determination located in Section J, Attachment J-0200000-02, Wage Determinations.

More information on the DOL and SCA wage determinations can be found at the DOL's Wage Determinations On Line website: <http://www.wdol.gov/Index.aspx>.

With the award of each option period, a new SCA Wage Determination will be incorporated into the contract. The Contractor will have 30 days to request compensation for any wage adjustment increase.

The Contractor will be required to submit his wage adjustment request using the Price Adjustment Calculation Tool (PACT). PACT is an excel based spreadsheet with embedded formulas used to calculate SCA price adjustments under the principals of FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (Sep 2009), FAR Clause 52.222.44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Sep 2009), the Fair Labor Standard Act (41 U.S.C. 40), and the Service Contract Act of 1965 (as amended, (41 U.S.C. 351, et seq.). PACT can be used for SCA, DBA, and CBA wage adjustments. On-line instructions for PACT can be accessed from the DOL's Wage Determinations On-Line website at: <http://www.wdol.gov/pact/index.aspx>.

B.5 INCORPORATION OF TECHNICAL PROPOSAL

The Offeror's technical proposal, including any revisions or modifications made prior to contract award, 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 qualification standards, experience levels, and trade background set forth in the technical requirements identified in Sections L and M.

B.6 ORDER OF PRECEDENCE

In accordance with FAR Part 15.209 and FAR Clause 52.215-8, Order of Precedence -- Uniform Contract Format (Oct 1997), in the event there is an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments .
- (e) The specifications (includes the technical proposal).

B.7 CONTRACT TERM

This contract contains provisions for one, 12-month base period and two, 12-month option performance periods, for a maximum contract length of 36 months, in accordance with NFAS Part 17.204, Contracts, and NFAS Clause 5252.217-9301, Option to Extend the Term of the Contract (Services) (Jun 1994), in Section I.

B.8 PARTNERING REQUIREMENTS

Under the provisions of Section J, Attachment J-0200000-04, NAVFAC Instruction 11013.40A, the NAVFAC Partnering Policy, dated December 28, 2004, this contract will include Level A Partnering.

B.9 PERIOD OF PERFORMANCE

The basic contract award CLIN(s) and period of performance for each, are as follows:

0001 - Base Period FFP	January 1, 2012 – December 31, 2012
0002 - Base Period IDIQ	January 1, 2012 – December 31, 2012
0003 - Option Period 1, FFP	January 1, 2013 – December 31, 2013
0004 - Option Period 1, IDIQ	January 1, 2013 – December 31, 2013
0005 - Option Period 2, FFP	January 1, 2014 – December 31, 2014
0006 - Option Period 2, IDIQ	January 1, 2014 – December 31, 2014

B.10 EVALUATION OF PROPOSALS

Proposers shall submit a lump sum price and unit prices for Section B, CLINS 0001 through 0006. For purposes of evaluating proposals for award, the Government is soliciting for prices for the base year period, and all option year periods. The Government will evaluate prices for the base period and all options for award purposes in accordance with FAR Clause 52.217-5, Evaluation of Options (Jul 1990), in Section M.

SECTION B - ELIN SCHEDULE

CLIN	DESCRIPTION	PRICE
0001	Base Period - Firm Fixed Price (FFP) Attachment J-0200000-06, ELINS A001 thru A004 POP: January 1, 2012 - December 31, 2012	
0002	Base Period - Indefinite Delivery/Indefinite Quantity (IDIQ) Attachment J-0200000-07, ELINS A005 thru A009 POP: January 1, 2012 - December 31, 2012	
0003	Option Period One - Firm Fixed Price (FFP) Attachment J-0200000-06, ELINS B001 thru B004 POP: January 1, 2013 - December 31, 2013	
0004	Option Period One - Indefinite Delivery/Indefinite Quantity (IDIQ) Attachment J-0200000-07, ELINS B005 thru B009 POP: January 1, 2013 - December 31, 2013	
0005	Option Period Two - Firm Fixed-Price (FFP) Attachment J-0200000-06, ELINS C001 thru C004 POP: January 1, 2014 - December 31, 2014	
0006	Option Period Two - Indefinite Delivery/Indefinite Quantity (IDIQ) Attachment J-0200000-07, ELINS C005 thru C009 POP: January 1, 2014 - December 31, 2014	
	TOTAL PROPOSAL -----	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		5,000,000	Dollars, U.S.		
	BASE PERIOD - FFP FFP Mishap Prevention and Hazard Abatement Program (MPHA) for NAVFAC Worldwide				
	Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services described in the attached Performance Work Statement (PWS), Annex 0100000, 0200000, and 0404000, Spec Items 1, 2, 3 and 4, in accordance with Attachment J-0200000-06, FFP Exhibit Line Items.				
	Period of Performance: January 1, 2012 – December 31, 2012 FOB: Destination PURCHASE REQUEST NUMBER: ACQR1831403				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		
	BASE PERIOD - IDIQ FFP Mishap Prevention and Hazard Abatement Program (MPHA) for NAVFAC Worldwide				
	Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services described in the attached Performance Work Statement (PWS), Annex 0100000, 0200000, and 0404000, Spec Items 1, 2, 3 and 4, in accordance with Attachment J-0200000-07, IDIQ Exhibit Line Items.				
	Period of Performance: January 1, 2012 – December 31, 2012 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		5,000,000	Dollars, U.S.		

OPTION OPTION PERIOD ONE - FFP
 FFP
 Mishap Prevention and Hazard Abatement Program (MPHA) for NAVFAC
 Worldwide

Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services described in the attached Performance Work Statement (PWS), Annex 0100000, 0200000, and 0404000, Spec Items 1, 2, 3 and 4, in accordance with Attachment J-0200000-06, FFP Exhibit Line Items.

Period of Performance: January 1, 2013 – December 31, 2013
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Dollars, U.S.		

OPTION OPTION PERIOD ONE - IDIQ
 FFP
 Mishap Prevention and Hazard Abatement Program (MPHA) for NAVFAC
 Worldwide

Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services described in the attached Performance Work Statement (PWS), Annex 0100000, 0200000, and 0404000, Spec Items 1, 2, 3 and 4, in accordance with Attachment J-0200000-07, IDIQ Exhibit Line Items.

Period of Performance: January 1, 2013 – December 31, 2013
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		5,000,000	Dollars, U.S.		

OPTION OPTION PERIOD TWO - FFP
 FFP
 Mishap Prevention and Hazard Abatement Program (MPHA) for NAVFAC
 Worldwide

Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services described in the attached Performance Work Statement (PWS), Annex 0100000, 0200000, and 0404000, Spec Items 1, 2, 3 and 4, in accordance with Attachment J-0200000-06, FFP Exhibit Line Items.

Period of Performance: January 1, 2014 – December 31, 2014
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Dollars, U.S.		

OPTION OPTION PERIOD TWO - IDIQ
 FFP
 Mishap Prevention and Hazard Abatement Program (MPHA) for NAVFAC
 Worldwide

Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services described in the attached Performance Work Statement (PWS), Annex 0100000, 0200000, and 0404000, Spec Items 1, 2, 3 and 4, in accordance with Attachment J-0200000-07, IDIQ Exhibit Line Items.

Period of Performance: January 1, 2014 – December 31, 2014
 FOB: Destination

NET AMT

Section C - Descriptions and Specifications

ANNEX 0100000

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS). The Mishap Prevention and Hazard Abatement Program (MPHA) contract will be Navy wide and a combination firm-fixed price (FFP) and indefinite delivery-indefinite quantity (IDIQ) work. The PWS is organized into annexes. Annex 01 is "General Information" for the contractor. Annex 02 is "Management and Administration," containing the on-site project management and administration requirements. Annexes 03 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 01 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 01 General Information Annex 02 Management and Administration Annex 03 Command and Staff-N/A Annex 04 Public Safety 0404000 - Safety Annex 05 Air Operations -N/A Annex 06 Port Operations -N/A Annex 07 Ordnance -N/A Annex 08 Range Operations -N/A Annex 09 Health Care Support -N/A Annex 10 Supply -N/A Annex 11 Personnel Support -N/A Annex 12 Morale, Welfare and Recreation Support -N/A Annex 13 Galley -N/A Annex 14 Housing -N/A Annex 15 Facilities Support -N/A Annex 16 Utilities -N/A Annex 17 Base Support Vehicles and Equipment -N/A Annex 18 Environmental -N/A</p>
1.2	Project Location	The work shall be performed at various locations and could vary from location to location. The program served by this contract is Navy wide; as such the Contractor must be prepared to work at any Department of Defense (DOD) installation. Refer to Section F.1, Location, for more information.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional services at all locations in addition to the services and locations identified in the Firm-Fixed Price requirements of this contract. Additional services will be incorporated into the contract in accordance with FAR Clause 52.243-1, Changes Fixed Price (Aug 1987) in Section I, or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within

0100000 – General Information		
Spec Item	Title	Description
		the general intent are considered in the scope of this contract.
1.4	Background Information	<p>The Mishap Prevention and Hazard Abatement Program (MPHA) is a Navy wide program geared toward the identification and mitigation of hazards, specifically providing expertise and support to activities that have exceed their internal ability to resolve hazards. This contract's scope of work includes Industrial Ergonomics Training, hazard analysis for electrical, fall protection and Industrial ergonomic hazards, recommendations for mitigation and implementation of mitigation strategies (design, development, fabrication, procurement, and installation) for such hazards.</p> <p>More information on MPHA program can be found at:</p> <p>https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac_ww_pp/navfac_hq_pp/navfac_sf_pp/navfac_sf_ha</p> <p>The contractor shall perform training and ergonomic conference support as part of FFP work: all other work will be ordered as needed through IDIQ task orders.</p>
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. Offerors are encouraged to assess any of the historical workload projects as part of their due diligence to determine the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	As this is contract is global in nature, the Contractor shall be prepared to execute work in all climates.
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 01 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.8	Navy Approach to Service Contracting	<p>The Navy supports the following principles in regards to Service Contracting:</p> <p>1) 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</p>

0100000 – General Information		
Spec Item	Title	Description
		<p>because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy, the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.</p> <p>2) 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 PWS's will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.</p> <p>3) The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).</p>
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 01 will always contain information that is relevant to the entire scope of the contract. Annex 02 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 03 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 Firm Fixed-Price (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Indefinite Quantity (IDIQ) requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all firm fixed priced specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 01 and 02 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 03 through 18.</p>
1.10	Navy PBSA Approach	<p>The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are</p> <ol style="list-style-type: none"> 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.

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Spec Item	Title	Description
1.11	Technical Proposal Certification	The contractor warrants that its proposal incorporated herein by reference including, but not limited to, proposed approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during execution thereof. The contractor is not excused from meeting such performance objectives in the event such proposal proves inadequate as conceived or executed to meet such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting these performance objectives.
1.12	Historical Data	Unless otherwise specified, reference to historical data in the PWS is for informational purposes. Actual conditions may vary from historical figures.

ANNEX 0200000

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Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in Attachment J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. If exceptions to the regular hours of operation are required, the information will be provided in individual task orders. The performance of 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. Refer to Section F.4, Work Outside Regular Working Hours for more information.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours to the KO for approval at least seven calendar days prior to requested day.
2.2.2	Wage Determinations	The Service Contract Act Wage Determination for this contract is included at Attachment 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. Historically, the following meetings may be required: Pre-Performance Meeting, Partnering, Pre-Proposal Conference and Proposal Review / Negotiations.
2.3.2	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 clients 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

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Spec Item	Title	Description
		<p>management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>A project's characteristics determine the process level to be used. Partnering will be for the contract as a whole, not on each individual project. As such, the following partnering level applies to this contract: Partnering Level "A."</p>
2.3.2.1	Contract Partnering Level A	<p>The initial session will be at least one day in duration and the follow-on sessions, held at a minimum once every three months or as agreed to by the partners; will be at least a half-day in duration. The initial partnering session should be held at a neutral location off the installation that is acceptable to the Contractor and to the Government. Follow-on sessions may be held at locations agreed to by both parties. The Contractor shall pay all costs associated with the partnering effort including facilitator, meeting room, and other incidental items. Before the partnering session, the Contractor shall coordinate with the facilitator the requirements for incidental items (audio-visual equipment, computer(s), two easels, flipchart paper, colored markers, note paper, pens/pencils, colored flash cards, etc.) and have these items available at the partnering session. The Contractor will copy document for distribution to all attendees. The facilitator must be acceptable to both the Contractor and the Government. The participants shall pay their own costs for meals, lodging, and transportation associated with partnering. See NAVFAC Partnering Guide, Attachment J-0200000-04.</p>
2.3.2.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, client(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. The initial session must be scheduled as soon as possible after award of the contract. 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</p>

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Spec Item	Title	Description								
		<p>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. See NAVFAC Partnering Guide, Attachment J-0200000-04.</p>								
2.3.2.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <table border="0"> <tr> <td>* President/Vice President</td> <td>* Sub-Contractor Rep(s)</td> </tr> <tr> <td>* Contract/Project Manager</td> <td>* Quality Control Manager</td> </tr> <tr> <td>* Safety Manager</td> <td>* Electrical Safety Specialist</td> </tr> <tr> <td>* Industrial Ergonomist</td> <td>* Fall Protection Specialist</td> </tr> </table>	* President/Vice President	* Sub-Contractor Rep(s)	* Contract/Project Manager	* Quality Control Manager	* Safety Manager	* Electrical Safety Specialist	* Industrial Ergonomist	* Fall Protection Specialist
* President/Vice President	* Sub-Contractor Rep(s)									
* Contract/Project Manager	* Quality Control Manager									
* Safety Manager	* Electrical Safety Specialist									
* Industrial Ergonomist	* Fall Protection Specialist									
2.3.3	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. Provide evidence of such Permits and Licenses to the KO before work commences and at other times as requested by the KO. Contractor shall provide proof of personnel training before work commences and as requested by the KO or the MPHA Program Manager.</p>								
2.3.4	Insurance	<p>Within 15 calendar days after award of this contract, the Contractor shall furnish the KO a Certificate of Insurance 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 52.228-05, Insurance - Work on a Government installation (Jan 1997). This insurance must be maintained during the performance period. See Section H, paragraph 1, for more information.</p>								
2.3.4.1	Certificate of Insurance	<p>The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.</p>								
2.3.4.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <p>Comprehensive General Liability: \$500,000 per occurrence</p> <p>Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p>Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes</p>								

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Spec Item	Title	Description
		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
2.3.5	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.
2.3.6	Government Information Technology (IT) System	The DoD uses the Navy Marine Corps Intranet (NMCI) as its IT system. NOTE - the contractor will not need access to NMCI under the performance of this contract.
2.3.7	Instructions, Directives, and References	Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are listed in Attachment J-0200000-03.
2.3.8	Invoicing Procedures	Invoicing procedures are identified in Section G, paragraph 4.
2.3.9	Forms	See Section J, Attachment J-0404000-07
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245-1, Government Property (Aug 2010), and NFAS Clause 5252.245-9300, Government Furnished Property, Materials and Services (Feb 2009), Services and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.
2.4.1	Government-Furnished Facilities (GFF)	Not provided.
2.4.2	Government-Furnished Utilities	Not provided.
2.4.2.1	Availability of Utilities	Not provided.
2.4.3	Government-Furnished Materials (GFM)	Not provided.
2.4.4	Government-Furnished Equipment (GFE)	See Section J, Attachment J-0200000-05.
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 PCB's shall not be brought on site. The KO may at any time require

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Spec Item	Title	Description
		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, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall establish a work reception function with the capability to receive, correspond, and respond to unscheduled investigation and project requests during regular hours of operation.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and Work Status Reports shall be provided when requested by the KO or MPHA Program Manager. A written status report of any item of work must be provided within 24 hours.
2.6.3	Work Schedule	Whenever possible, the Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall coordinate with local onsite authorities. If the discontinued service is due to an emergency breakdown the Contractor shall notify local onsite authorities, the KO, MPHA Program Manager, affected tenants and customers as soon as practicable.
2.6.5	Quality Management System (QMS)	The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:

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Spec Item	Title	Description
		<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 conducted throughout the execution of work. • Assessment-driven corrective actions and process adjustments as appropriate in a timely manner. <p>The Contractor shall formalize their QMS/QC program into a contract-specific Quality Control Plan addressing these QMS/QC Program requirements as well as the QC inspection and QC monthly report requirements set for in Annex 0200000.</p>
2.6.5.1	Quality Control Plan (QCP)	Within 15 calendar days after contract award, the Contractor shall submit to the KO and the MPHA Program Manager. The QCP shall describe the QMS methodology and approaches used under this contract. Within seven calendar days of any change during period of performance, submit to the KO a revised QCP for acceptance. NOTE: A Summary QC Plan is required to be submitted with the Contractor's Proposal.
2.6.5.2	QC Inspection	The Contractor shall establish and maintain an inspection system in accordance with FAR Clause 52.246-4, Inspection of Services - Fixed-Price (Aug. 1996), to ensure that the work performed conforms to the contract requirements. The Contractor shall maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The QC Inspection File shall be turned over to the KO within five calendar days of completion/termination of the contract.
2.6.5.3	Contractor Quality Control/Assessment Reports	The Contractor shall submit a copy of the Contractor Quality Control/Assessment Report to the KO and the MPHA Program Manager monthly for the quality control events performed and assessment-driven corrective actions and process adjustments. The report is due monthly, no later than the 10th workday following the end of the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.6	Environmental Management System (EMS)	<p>The Contractor shall perform work under this contract consistent with the following 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;

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Spec Item	Title	Description
		<p>increase recycling;</p> <ul style="list-style-type: none"> • 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 ; • Preserve our natural, historic and cultural resources; • Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials; • Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities; • Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste; • Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations; • Enhance our program as we develop and implement an Environmental Management System; and • Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words. <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. In the case of a nonconformance, the Contractor shall respond and take</p>

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Spec Item	Title	Description
		corrective action based on the time schedule established by the KO. 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.
2.6.7	Use of Recovered Materials	The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index (website http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm). Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an ongoing process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, to the KO, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products shall be accepted by the KO before it is used.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>Personnel designated as Key includes the Project Manager, Electrical Safety Specialist, Industrial Ergonomist, Fall Protection Specialist or Engineer qualified as Fall Protection Specialist, Quality Control Manager, and Site Safety and Health Officer; any personnel reporting directly to the PM.</p> <p>The Contractor shall not replace key personnel without approval from the Contracting Officer. See NFAS Clause 5252.237-9301 (Jun 1994) for further direction as defined in Section H,7, Substitution of Key Personnel.</p> <p>Within 15 calendar days after award of the contract, for other than qualification requirements required to be submitted with</p>

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Spec Item	Title	Description
		<p>the offer, the Contractor shall submit to the KO a List of Key Personnel and their Qualifications and any additional information requested by the KO to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart showing lines of authority of the key personnel and on-site supervisor(s) with the offer for this contract.</p>
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and alternate and provide contact information to the KO prior to contract start date and within three calendar days in the event of a change. The PM must have relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The PM should have a Masters degree in Engineering or Business or 8 years experience in program management, experience with Navy activities, missions and processes and demonstrated experience in managing multi-task projects. PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours. NOTE: This is a full time position.</p>
2.7.1.2	Quality Control Manager (QCM)	<p>The Contractor shall provide a QCM who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met. The QCM or alternate shall be available on-site for the purpose of installation or delivery of mitigation solutions. The QCM shall be available within four hours after the Government's request for all other tasks.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<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 prerequisite training and experiences before being hired as the SSHO under this contract:</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, and have completed the OSHA 30-hour construction safety class or equivalent within the last five years and an average of at least 24 hours of safety training per year for the past five years. The SSHO shall not be the same person as the project manager but may be the QCM.</p>
2.7.1.4	Electrical Safety Specialist	<p>The Contractor shall provide an Electrical Safety Specialist/s responsibility is to conduct electrical assessments, develop mitigations and provide training. Qualifications for this position include:</p>

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Spec Item	Title	Description
		<p><u>Certifications</u>: OSHA 30 Hour Course (General Industry), First Aid/CPR/AED Certification, Licensed Master Electrician, Professional Engineer (PE).</p> <p><u>Education</u>: Bachelor's Degree in electrical engineering or equivalent experience.</p> <p><u>Experience</u>: Five (5) years relevant electrical engineering experience or an equivalent combination of education and experience; three (3) years experience in conducting site surveys/inspections to validate and identify electrical safety hazards in violation of OSHA 1910 CFR Subpart S, NFPA/NEC and UFC 0-560-01.</p> <p>NOTE: If multiple Electrical Specialists are utilized they need not all meet qualifications, but must collectively meet qualifications.</p> <p>NOTE: All Electrical Safety Specialist(s) must have OSHA 30 hr and First Aid/CPR/AED.</p>
2.7.1.5	Industrial Ergonomist	<p>The Contractor shall provide an Industrial Ergonomist /s whose responsibility is to conduct Industrial ergonomic assessments, develop hazard mitigations and provide training. NOTE: This is a full time position. Qualifications for this position include:</p> <p><u>Certifications</u>: Board Certified Professional Ergonomist (CPE)</p> <p><u>Education</u>: Master's Degree in human factors/ergonomics, or an equivalent educational background in the life sciences, engineering sciences and behavioral sciences to comprise a professional level of ergonomic education.</p> <p><u>Experience</u>: Three (3) years of full-time professional practice in relevant ergonomics evaluations and resolutions in industrial settings. Three (3) years of full-time professional practice in developing and presenting classroom training of industrial ergonomics practices.</p>
2.7.1.6	Fall Protection Specialist	<p>The Contractor shall provide a Fall Protection Specialist/s whose responsibility is to conduct fall hazard assessments and develop mitigations. Qualifications for this position include:</p> <p><u>Certifications</u>: OSHA 30 Hour Course (General Industry), Fall Protection Competent Person certification acquired from a nationally recognized firm and as described in ANSI/ASSE Z359.2 Standard; Fall Protection Qualified Person certification acquired from a nationally recognized firm as described in ANSI/ASSE Z359.2 Standard; Professional Engineer (PE)</p>

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Spec Item	Title	Description
		<p><u>Education</u>: Bachelor's Degree in engineering discipline (with preference in mechanical or civil engineering)</p> <p><u>Experience</u>: Three (3) years of relevant engineering experience or an equivalent combination of education and experience in design and evaluation of fall protection systems. Three (3) years experience in supervising and performing Quality Assurance/Quality Control during fabrication and implementation of fall abatement resolutions.</p> <p>If multiple Fall Protection Specialists are utilized, they need not all meet qualifications, but must collectively meet qualifications.</p> <p>All Fall Protection Specialists must have OSHA 30 hr and First Aid/CPR.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee 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.
2.7.2.2	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.3	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.
2.7.2.4	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.
2.7.2.5	Employment Eligibility Verification	The Contractor, to include all subcontractors, shall verify employment eligibility and identity of all employees or representatives, who will perform these contract services, refer to FAR Clause 52.222-54, Employment Eligibility Verification (Jan 2009) for additional requirements.

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Spec Item	Title	Description
		Contractor and subcontractors shall submit the completed Department of Homeland Security (DHS) Form I-9, Employment Eligibility Verification, to the Installation Security Officer or designee prior to any Contractor or subcontractor employee or representative begins work. All Contractor and subcontractor employees or representatives performing in IT-II positions as set forth in SECNAV M-5510.30, DoN Personnel Security Program, shall be United States Citizens. While waivers are highly unlikely, waiver requests may be submitted in compliance with SECNAV M-5510.30, Exhibit 5-B, paragraph 5B-2.2.c.
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 and provide upon request a current Employee List. The list shall include employee's name, social security number, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable If multiple Electrical Specialists are utilized they need not all meet qualifications but must collectively meet qualifications.
2.8.3	Passes and Badges	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 1 calendar day.
2.8.4	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

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		for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.5	Access Arrangements	<p>The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.</p> <p>Should the Contractor elect to use the RAPIDGate Program to speed up access to any government facility, procedures are set forth in Attachment J-0200000-03, General References, Instructions, and Directives, the Contractor shall be responsible for all registration actions and associated fees.</p>
2.8.6	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.
2.8.7	Trustworthiness Security – Navy Contract/Projects	<p>Reference is hereby made to Navy awarded contracts requiring Contractor access to sensitive unclassified information. Although these contracts are not classified and Contractor employees are not required to have a security clearance, the Department of the Navy (DoN) has determined that all DoN information systems are sensitive regardless of whether the information is classified or unclassified. A Contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel must undergo a National Agency Check to verify their trustworthiness. Also, the Government will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the Contractor employees. The following addresses those requirements for Trustworthiness Security:</p> <ol style="list-style-type: none"> a. Each Contractor employee must have a favorably completed National Agency Check (NAC). b. If Contractor personnel currently have a favorably adjudicated NAC the Contractor shall notify the Security

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		<p>Manager of the Government command they will visit who will validate this in the Joint Personnel Adjudication System (JPAS). The request shall be renewed annually or for the duration of the contract if less than one year.</p> <p>c. If no previous investigation exists the Contractor personnel shall complete the requirement for a Trustworthiness NAC.</p> <p>Investigations for public trust positions, to include IT-II (Limited Privileged) and IT-III (Non-Privileged) positions that access unclassified sensitive information when clearance eligibility is not required, will be submitted to the Office of Personnel Management (OPM) utilizing the SF-85P (code 08B for IT-II and code 02B for IT-III) and will include the SF-87 Fingerprint Card or electronic fingerprint transmission. The Government Security Manager will process the Trustworthiness NAC. The contract employee shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements and applicant fingerprint card (FD87). The responsibility for providing the fingerprint card rests with the Contractor. The Security Manager will review the form for completeness, accuracy and suitability issues and will forward the completed SF85P along with attachments to OPM. The Department of Navy Central Adjudication Facility (DoN CAF) will perform adjudicating contractor investigations for public trust positions. Contractor fitness determinations made by the DoN CAF will be maintained in the Joint Personnel Adjudication System (JPAS). Favorable fitness determinations will support public trust positions only and not national security eligibility. If no issues are discovered, according to respective guidelines a "Favorable Determination" will be populated in JPAS and will be reciprocal within DoN. If issues are discovered, the DoN CAF will place a "No Determination Made" in the JPAS and forward the investigation to the submitting office for Government command's final determination.</p>
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program for the contract, 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)	To ensure that the Contractor has a well organized and thorough Safety Program, the Contractor shall prepare an Accident Prevention Plan (APP). The APP is for the basic contract. The APP shall be prepared by the Contractor's

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Spec Item	Title	Description
		<p>SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site. The APP shall follow the format and cover all topics as delineated in Appendix A of EM-385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Situation Specific Safety Plans that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP to the KO and Program Manager within 15 days of contract award for acceptance. The Contractor shall review, update, and submit the revised APP to the KO annually and within 15 calendar days whenever a change in work conditions, hazards, or activities occur.</p>
2.9.2	Hazard Specific Safety Plans	When directed by the Contracting Officer, the Contractor shall develop and implement hazard specific safety plans, as necessary for the situation or types of work to be performed under this contract. These Hazard Specific Safety Plans shall be submitted with the APP and shall be updated as situations change.
2.9.2.1	Confined Space Access Plan	When directed by the Contracting Officer, the Contractor shall develop a plan to explain how it will assure its service employees have safe access to a confined work space. The Confined Space Assess Plan is for the basic contract. The plan shall: (1) identify the competent person's name, qualifications, training, and experiences; (2) delineate the competent person's authority to direct work and stoppages in adverse conditions; (3) air quality and ventilation system requirements; (4) include procedures to rescue Contractor/subcontractor/vendor personnel in distress; and (5) coordinate with emergency responders. See relevant requirements of paragraph 06.I of EM-385-1-1, 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other Federal, state and local regulatory standards.
2.9.2.2	Drug Abuse Prevention Plan	The Contractor shall develop a plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004, Drug Free Workforce (Sep 1988). The Drug Abuse Prevention Plan is for the basic contract. The Plan is due within 30 days of contract award.
2.9.2.3	Fall Protection and Prevention Plan	When directed by the Contracting Officer, the Contractor shall develop a plan to explain how fall hazards will be eliminated or prevented at the site. The plan will explain how the Contractor will protect and prevent its service workers from falling from heights of 4 feet or more. A competent person and/or Qualified Person for fall protection shall prepare and sign the plan. See EM 385-1-1, ANSI A10.32, ANSI Z359 Fall Protection Code and ANSI/ASSE A10.34.

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Spec Item	Title	Description
2.9.2.4	Hazardous Energy Control Plan	When directed by the Contracting Officer, the Contractor shall develop a Hazardous Energy Control Plan which meets the requirements of EM-385, Chapter 12.
2.9.2.5	Layout Plan	When directed by the Contracting Officer, the Contractor shall develop a layout plan to explain how buildings, power distribution systems, sewage and water systems, boundary fences, access routes, work camps, structures, and facilities will transition from existing to temporary and permanent states per section 4 of EM-385-1-1. The Layout Plan requirement is project specific and will be identified in each Project RFP.
2.9.3	Accident and Damage Reporting	<p>The Contractor shall notify the KO of all damages, accidents, mishaps, and near misses that occur on or related to Government property as soon as practical, but not later than four hours.</p> <p>For recordable injuries and illnesses, property damage accidents resulting in at least \$2,000 in damages, and Weight Handling Equipment (WHE) accidents, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident.</p> <p>(a) For recordable injuries and illnesses and property damage accidents resulting in at least \$2,000 in damages complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the KO within 1 calendar day of the accident. The KO will provide a blank copy of any required or special forms.</p> <p>(1) Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ul style="list-style-type: none"> (i) Death, regardless of the time between the injury and death, or the length of the illness; (ii) Days away from work (any time lost after day of injury/illness onset); (iii) Restricted work; (iv) Transfer to another job; (v) Medical treatment beyond first aid; (vi) Loss of consciousness; or (vii) 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>Comply with current 29CFR1904 for OSHA/HIOSH record keeping and reporting requirements.</p>
2.9.3.1	Accident Reporting	The Contractor shall report all accidents, mishaps, and near

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	Notification	<p>misses to the KO in a timely manner as described below:</p> <p>An Initial Accident Reporting Notification Report shall be developed by the Contractor and provided to the KO immediately after that an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report. However, it is the Government's desire to receive notification of all mishap situations as early as possible.</p> <p>The Contractor shall develop a Follow-on Accident Reporting Notification Report and shall provide a copy to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the Contractor can send a final, conclusive report of the nature, cause, and outcome of the accident.</p> <p>The Contractor shall provide a Final Accident Reporting Notification Report of the accident to the KO within 24 hours after completing the investigation of the accident.</p>
2.9.4	OSHA Citations and Violations	<p>If the Contractor causes any violations that result in an OSHA citation, the Contractor shall promptly resolve the issue and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report to the KO within 48 hours after receiving a citation.</p>
2.9.5	Safety Inspections and Monitoring	<p>The Contractor shall be responsible for regularly inspecting its work areas, job sites, and work crews 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 that it deems to be unsafe. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be</p>

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Spec Item	Title	Description
		<p>subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.6	Safety Certification	The Contractor shall submit copies of all required Federal, state, county, and city or industry safety related Safety Certifications for work performed under this contract. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications to the KO as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification. Safety Certification requirements are found at Section J, Attachment J-0200000-08, Training, Certification and Educational Requirements.
2.9.7	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 107-2004 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 107-2004 Class I compliant apparel.
2.9.8	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, and with the regulations and standards. 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 Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working

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Spec Item	Title	Description
		hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine, costs of defending against administrative or other legal action, remedial action, and other costs. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and is kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.9.9	Sustainable Procurement and Practices	<p>Within 15 calendar days of the Government selecting a corrective action project, the Contractor shall submit to the KO a Sustainable Procurement and Practices Plan that will identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including Executive Order 13423, Installation Water Conservation Programs and energy reduction requirements. The Sustainable Procurement & Practices Plan requirement is project specific and will be identified in each Project RFP. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> • Recycled contents products • Energy/Water efficiency • Alternate Fuels and Alternate Fuel Vehicles • Bio-Based Products • Non-Ozone Depleting Products • Environmental Preferred Products and Services • Low/Non-Toxic and Hazardous Materials <p>The Contractor shall provide an annual Sustainable Delivery of Services Report.</p>
2.10	Energy Management	The Contractor shall comply with the activity's energy conservation program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.11	MPHA Portal	The MPHA program's website is the repository for technical information for the MPHA program. The deliverables from the Contractor will be placed into the MPHA portal by the government. The website includes operation & maintenance manuals, warranties, equipment training manual, Government publications, and other appropriate material. The website

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Spec Item	Title	Description
		contents are the property of the Government.
2.12	Warranty Management	Prior to performing implementation work, the Contractor shall report to the KO all defects in material and parts found by the Contractor to be covered by a warranty. The Contractor is responsible for inspecting equipment and components for defects and providing the Government with the original warranty documents. Contractor shall provide all warranties on purchased item to the appropriate onsite activity.
2.13	Notification to the Government for Work Above the FFP Limitations	Fluctuations may occur in workload data, and workload varies across annexes. In the event the firm fixed-price workload reflected in Annex 0404000 increases, services will be ordered under IDIQ ELINs.
2.14	FFP Exhibit Line Item Numbers (ELINs)	FFP ELINs are provided in Attachment J-0200000-06.
2.15	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Tasks (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ task work as ordered by the KO per Section G.2. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Schedule of Indefinite Delivery Indefinite Quantity Work (Bid Schedule) in Section B on an as needed basis.
2.15.1	Unit Priced Task Work (Non-Negotiated)	A Unit Priced Task (UPT) is defined as an IDIQ work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented or owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Invoices shall be processed according to the guidance submitted within each project placed under this contract. Specific invoicing instructions as required by NFAS Clause 5252.232-9301, Invoicing Procedures Electronic (MAR 2009), will be provided in each project implementing DFARS Clause 252.232-7003 Electronic Submission of Payment Requests (MAR 2008) using Wide Area Work Flow (WAWF). To comply with DFARS Clause 252.232-7003, the Contractor is required to register for WAWF at: https://wawf.eb.mil/xhtml/unauth/web/homepage/HomePage.xhtml . WAWF training is

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Spec Item	Title	Description
		available from the WAWF main web site, or directly at: https://wawftraining.eb.mil/xhtml/unauth/web/wbt/WbtSummary.xhtml . WAWF questions should be directed to the WAWF helpdesk at 801-605-7095 or 866-618-5988.
2.15.2	Unit Priced Labor Work (Negotiated)	<p>The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each project. Unit Priced Labor (UPL) work is defined as IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price portion of the contract. UPL includes separately priced labor, materials, and equipment exhibit line items.</p> <p>The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes a FFP project.</p>
2.15.2.1	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit an IDIQ Proposal to the KO within five (5) working days for each potential project which includes: 1) A complete list of all tasks necessary to perform the required scope of work, 2) The number of hours set forth to perform each task and 3) The projected quantity and costs of materials to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Current R.S. Means or similar estimating sources shall be used for determining the number of 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 labor hour unit price from the Schedule of Indefinite Quantity Work.
2.15.2.1.2	Material Requirements	Current R.S. Means or similar estimating sources shall be used for determining the material estimate. Projected material requirements will include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials will not be included in the list of materials since the cost for these items were included in the labor hour unit price bid. Material prices provided by the Contractor shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall be adjusted by all discounts, burden rates, and rebates for core value or salvage value that accrue to the Contractor.
2.15.2.2	Issuance of Final Project	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a project for the work described, in accordance with Section G.2. Project completion times will be specified on each project.
2.15.3	IDIQ ELINS	IDIQ ELINs are provided in Attachment J-0200000-07.

ANNEX 0404000

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Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, materials, and equipment necessary to perform safety services in support of Mishap Prevention for Electrical and Fall Protection, Ergonomics, Customer Support, and Ergonomic Safety Awareness Training in support of said functions.

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Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	
2.1.1	Abate	To eliminate or reduce permanently an unsafe or unhealthful working condition by coming into compliance with the applicable NAVOSH standard.
2.1.2	Accident	Any unplanned or unexpected event causing material loss or damage or causing personnel injury or death.
2.1.3	Hazard	A workplace condition that might result in injury, health impairment, illness, disease, or death to any worker who is exposed to the condition, or damage or loss to property and equipment.
2.1.4	IDLH	Immediately Dangerous to Life or Health
2.1.5	Illness	Any abnormal condition or disorder, other than one resulting from an injury, caused by exposure to conditions associated with the occupational environment.
2.1.6	IH	Industrial hygiene services as provided by Navy Bureau of Medicine and Surgery.
2.1.7	Injury	Traumatic bodily harm, such as a cut, fracture, burn, or poisoning, caused by a single or 1-day exposure to an external force, toxic substance, or physical agent.
2.1.8	Mishap	Any unplanned or unexpected event or series of events that result in damage to DoD property; occupational illness or injury to on-duty and off-duty DoD military and on-duty DoD civilian personnel; or damage to public and private property or injury and illness to non-DoD personnel caused by DoD operations.
2.1.09	MPHA	Mishap Prevention Hazard Abatement
2.1.10	NAVY SOH	Navy Safety and Occupational Health
2.1.11	NAVY SOH Standards	Safety and Occupational Health standards published by the Navy which include, are in addition to, or are alternatives for the OSHA standards which prescribe conditions and methods necessary to provide a safe and healthful working environment. Also as defined in Section 1602 of OPNAVINST 5100.23, Navy Safety and Occupational Health (NAVY SOH) Manual.
2.1.12	OSHA	Occupational Safety and Health Administration
2.1.13	PPE	Personal protective equipment
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently provide safety services.
2.2.1	Certification, Training, and Licensing	The Contractor shall provide personnel that meet all the training requirements required by the instructions and directives in Section J, Attachment J-0200000-08.

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Spec Item	Title	Description
2.3	Work Coordination	The Contractor shall coordinate all access to performance areas, such as Controlled Industrial Areas (CIAs), airfields, and firing ranges with appropriate Government authority, and shall be in radio contact, as required, with the controlling authority during work performance.
2.4	Records and Reports	Records and reports are listed in Section F of the solicitation. The Contractor shall submit accurate and complete documents within the required timeframes.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	The Contractor shall provide safety services to ensure safety and health risks in the work environment are mitigated.	<p>The Contractor shall provide customer-focused safety support services to installation and customer command NAVOSH programs.</p> <p>Safety services include, but are not limited to: training and project monitoring and meeting and conference support.</p>	<p>Contractor shall perform in accordance with schedules.</p> <p>Safety awareness is actively promoted.</p>
3.1	Industrial Ergonomics Training Course A-493-0085	The Contractor shall provide required training services to ensure supported MPHA customers are able to perform assigned responsibilities safely and in compliance with applicable NAVOSH standards.	<p>The Contractor shall develop and maintain a current ERGO training plan that is in compliance with Section 0602 of OPNAVINST 5100.23 series and the instructions and directives listed in J-0200000-03. The Plan must be approved by the MPHA Subject Matter Expert prior to implementation.</p> <p>Historical course materials will be provided to the Contractor after award. Contractor shall maintain and update course materials as requested.</p> <p>This training needs to support MPHA customer identifying job categories, training requirements, training cycle, methods of delivery, and appropriate syllabus course outlines.</p> <p>Last year's training schedule and course information are provided as historical information in Section J, Attachment J-0404000-01 and at: https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac_wpp/navfac_hq_pp/navfac_sf_pp/navfac_sf_ergonomics</p>	<p>EGRO training plan to be submitted to the Contracting Officer/Designated Government Representative (DGR) within 10 calendar days of request and contains no more than 5 errors.</p> <p>ERGO presentation modules are submitted to the KO/DGR within 45 calendar days of request, and contain no more than 20 errors for all modules.</p> <p>Student population is trained by qualified instructor; see Attachment J-0200000-08, on the dates per the training plan.</p> <p>No more than five validated unsatisfactory rated student evaluations are received per session.</p> <p>External audits and internal self-assessment findings confirm that customer personnel are fully trained and qualified to safely accomplish their</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>The Contractor shall comply with Memorandum of Understanding (MOU) CI 00.CR/6023 dated May 25, 2010 between Naval Facilities Engineering Command Southwest (NAVFAC SW) and the Commanding Officer, Naval Safety and Environmental Training Center (NAVSAFENV TRACEN) is included in Attachment J-0200000-03.</p> <p>See Attachment J-0200000-05 for a list of Government Furnished Property for use in training.</p> <p>Note: a total of 5 classes will be required as part of the firm fixed price portion of the contract. Any upward or downward adjustments will be negotiated in accordance with Spec Item 2.14.</p> <p>Historically, the following deliverables are required for Navy Ergonomics Program Course A-493-0085 trainings:</p> <ol style="list-style-type: none"> 1. Course Materials 2. Evaluations 3. Instruction travel supporting data (airline, hotel, rental car receipts, etc.) 	assigned responsibilities.
3.2	Project Status Support	The Contractor shall provide project status support to ensure customer needs are satisfied in a professional and timely manner.	<p>The Contractor shall provide bi-monthly project status reports containing the following information:</p> <p>Phase # Task Order # HA Project # Category (ergo, fall, etc.) Description of the Project Current Status of the Project Percent (%) complete</p>	<p>Reports are complete, accurate, and received within timeframes as specified.</p> <p>No more than three validated customer complaints are received per month</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.3	Meetings	The Contractor shall attend meetings to ensure representation is actively provided and information is communicated and recorded in an accurate and timely manner.	The Contractor shall attend and support required meetings for councils and committees, record and distribute meeting minutes to members and other interested parties within five days following the meeting date, monitor and notify applicable parties of status of action items at upcoming meetings, and maintain such meeting files as appropriate.	<p>All required meetings are attended as specified.</p> <p>Agenda and handouts are provided 2 days before the start of scheduled meeting to appropriate parties.</p> <p>Appropriate parties receive meeting minutes within 5 days following the meeting. Meeting files are complete and accurate.</p>
3.3.1	Navy Ergonomic Working Group Support	The Contractor shall attend Navy Ergonomic Working Group meetings to provide technical support and ensure information is communicated and recorded in an accurate and timely manner.	<p>The Contractor shall record meeting minutes and provide to the Ergonomics SME for review and distribution within five days following the meeting date. The Contractor shall participate in the technical discussions and coordinate with Ergo SME regarding execution and status of action items resulting from the meeting and maintain such meeting files as appropriate.</p> <p>Approximately two (2) meetings per year.</p>	<p>All required meetings are attended as specified</p> <p>Appropriate parties receive meeting minutes within 5 days following the meeting.</p> <p>Meeting files are complete and accurate.</p>
3.3.2	Joint Professional Development Conference Support	The contractor shall attend to provide support and materials for the exhibition hall and conduct ergonomic training seminar.	The Contractor shall provide morning and afternoon ergonomics training sessions. Topics to be selected prior to the Joint Professional Development Conference and may consist of four two-hour sessions or two two-hour sessions and one four-hour session. Contractor to provide all presentation materials and handouts needed to conduct the sessions. Contractor to provide informational handouts (150 each) to host an information booth in the exhibit hall. Items may include sample tools, posters of processes or	<p>Attendance during required times in exhibition hall</p> <p>Presentation materials and handouts are submitted 30 days prior to the conference for approval and contain no more than 5 errors.</p> <p>Student population is trained by qualified instructors on the dates per the training plan.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			successful ergonomic abatements or other informational items. One (1) meeting per year.	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	IDIQ Work	IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	<p>Refer to IDIQ ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance standards for IDIQ work will be the same as those in Spec Item 3 where applicable.</p> <p>The Contractor shall provide support services to safety programs for the Navy customers around the globe.</p> <p>Projects fall into two categories;</p> <p>Phase 1 Hazard Analysis Report, and Phase 2 Implementation of Mitigation.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1	Phase I	The Contractor shall provide assessment of conditions and correction strategies to ensure hazards are mitigated.	<p>Contractor shall conduct site visits to identify and assess hazards at various commands. Hazards assessed may consist of electrical, fall protection, industrial ergonomic, or a combination of those risk conditions.</p> <p>For hazards that include a combination of risk conditions, a separate Hazard Analysis Report (HAR) is required for each hazard. Contractor shall identify mitigation strategies for assessed hazards.</p> <p>The deliverable for each assessment shall include the elements identified in Attachment J-0404000-06.</p> <p>All deliverables will be submitted to the Contracting Officer. The procurement team will review the submittals and decide if they project should move ahead to Phase 2.</p> <p>Due to the nature of ergonomic hazards some hazards will identified via telephone/email and these hazards may be able to be mitigated without a site visit. In these cases the elements of Attachment J-0404000-06 shall be addressed but may be significantly abbreviated.</p> <p>In the event that the inspector identifies and evaluates a condition as IDLH, the Contractor shall immediately notify the affected customer, MPHA Program Manager, and the KO. Any immediate or interim controls must be approved by KO as it would be Phase 2 work.</p>	<p>Assessments are conducted as scheduled.</p> <p>Deliverables are complete, accurate, and submitted within the time specified in the request for proposal (RFP).</p> <p>Proper notifications of IDLH conditions are immediately made as specified</p>

0404000 – Safety				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.1	Phase I Assessments and Mitigation Strategies	The Contractor shall provide assessment services to ensure all unsafe and unhealthy practices and conditions in the Navy's supported personnel are properly identified, reported, and monitored to mitigate unacceptable safety and health risks.	<p>The Contractor shall conduct assessments of customer workplaces and work processes to identify hazardous and unsafe or unhealthful working conditions, violations of standards, and follow-up abatement actions. Workplace assessments shall include on-site evaluation of existing and significantly changed work processes and job hazard analyses.</p> <p>The customers shall be involved in the assessment to provide feedback and clarification on hazards.</p> <p>The Government may at its discretion select one solution for implementation or retain solution to implement at a later time.</p>	<p>Assessments are conducted as specified.</p> <p>Assessments reports are complete, accurate, and submitted within the specified time.</p> <p>The Contractor provides up to three proposed solutions with the assessment report.</p> <p>Proper notifications of IDLH conditions are immediately made as specified.</p>

0404000 – Safety				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.1.1	Hazard Analysis Report (HAR) Deliverables	The Contractor shall provide the following hazard analysis for each assessment.	<p>The Contractor shall prepare and submit a Hazard Analysis Report written report to the Contracting Officer for review and appropriate action no later than 30 working days following completion of each assessment conducted.</p> <p>The required elements of the report are identified in Section J, Attachment J-0404000-06, Hazard Analysis Report.</p> <p><u>Hazard Assessment</u> - Conduct a site survey to identify or verify actual or potential hazards that have been reported to NAVFAC SW and/or entered in the NAVFAC Hazard Abatement database that place workers at risk for potential injury while performing system/equipment operations or maintenance procedures. The Contractor shall provide Site Analyses that include descriptions of all related hazardous issues identified and/or verified at each facility. Alternative solutions for resolving or reducing hazards shall, at a minimum, comply with the existing regulations of OSHA, NFPA/NEC, MIL-STDs, and the Uniform Facility Guide Specifications (UFGS) as applicable.</p> <p>The required elements of the report are identified in Section J, Attachment J-0404000-06.</p>	<p>The Hazard Analysis Report reports are complete and address all the required elements of Attachment J-0404000-06 and are delivered within the required time period.</p> <p>The Hazard Analysis Report reports are complete and address all the required elements of Attachment J-0404000-06, and are delivered within the required time period.</p> <p>For Phase 1 projects, the submission and acceptance of the Hazard Analysis Report shall close out phase on project.</p>
4.1.1.2	Mitigation Strategies	The Contractor shall propose strategies to mitigate assessed hazards/	<p>The Contractor shall provide a recommended solution for hazard complete with an implementation plan, detailed and fully developed pricing data, and any other applicable documents.</p> <p>For all other proposed solutions, Contractor shall provide a parametric estimate of costs.</p>	<p>Mitigation strategies are complete and fully executable as written.</p> <p>Mitigation strategies are provided within the specified time.</p>

0404000 – Safety				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.2	Phase 2 Implementation	Contractor shall perform elements of Phase 2	<p>Phase 2 is the implementation of a Mitigation Strategy and will be directed by the KO. The Mitigation Strategy may be the proposed mitigation or one of the other recommendations from the hazard assessment or it may be another strategy.</p> <p>The Government may request implementation based on Phase 1 information supplied to Contractor. The Offeror shall validate the approach and may request a site visit as part of the Task Order work.</p> <p><u>Implementation</u> - For government approved resolutions (including non-construction design, or COTs purchase), the Contractor shall be tasked to complete implementation, including: any design, fabrication, purchase, delivery, set-up and any training necessary.</p> <p>The strategy may include: Non-Construction Related Design - The Contractor shall develop detailed engineering-type diagrams as to the practicality and applicability of the proposed hazard solution. The Contractor shall coordinate the resolution of all comments, incorporating those that are mutually agreeable, and review the resulting documents for accuracy, compliance with OSHA/NAVOSH guidelines and ensure formats are in accordance with industry standards. Final pre-fabrication versions shall be provided to the KO and the DGR.</p> <p>Upon notification of desired mitigation strategy, contractor shall deliver complete proposal to KO within the time specified on RFP, based on ELINs in Section J, Attachment J-0200000-07.</p> <p>Note: Other deliverables may be required and added after contract award or at issuance of each task order.</p>	<p>Fully developed work item shall be completed within the time specified on the RFP to proceed to Phase 2.</p> <p>Implementation mitigates or reduces the hazard.</p>

0404000 – Safety				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.2.1	Phase II Design Specification	Provide design specification of completed implementation resolutions	Provide design services for selected mitigation strategies in accordance with engineering drawings or COTS manufacturer specifications and standards. For non-COTS resolutions, develop engineering-type diagrams of the proposed solutions.	Contractor format in accordance with industry standards. Applicable standards to be identified in the appropriate documentation.
4.2.2	Phase II Corrective Actions	The Contractor shall implement corrective actions and controls to ensure hazards are abated and deficiencies are corrected in a timely manner.	<p>The Contractor shall implement corrective actions and controls if hazards can be mitigated through the purchase of either a Commercial off-the-Shelf (COTS) item or a commercially available product.</p> <p>Any COTS or non-COTS product will comply with Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management and FAR Clause 52.223-17, Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008).</p> <p>Corrective Action (i.e., COTS purchase) will be through task order modification. NOTE: After award, the Contractor will be authorized to utilize GSA supply sources for the purchase of COTS under this contract.</p> <p>The following deliverables are required with each COTS related corrective action:</p> <ol style="list-style-type: none"> 1. Implementation Plan / Report 2. Specs / cut-sheets 3. Warranty information 4. Training <p>The Contractor shall document implementation status, and provide notification of such status to affected customers the MPHA Program Manager, and the KO. Status reports shall be provided to all parties monthly until implementation work is completed.</p>	<p>Implementation of corrective action and controls are completed within time specified in the RFP.</p> <p>Implementation results in abatement of hazard and does not result in any OSHA-reportable violations due to Contractor negligence.</p> <p>The status of corrective actions and controls is maintained current. Affected customers are notified of status of corrective actions and controls within specified timeframes.</p> <p>On-site training provided for all COTS resolutions to include hardcopy operational/maintenance documents; familiarization training provided on all implemented solutions.</p> <p>Electronic copies of operational/maintenance documents shall be submitted to KO.</p>

0404000 – Safety				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.2.3	Phase II Project Closeouts	The Contractor shall provide, project closeout support	Contractor shall provide photos, narrative summary of completed work and a Hazard Completion Certificate signed by site representative stating successful accomplishment of government approved resolutions. Sample Hazard Completion Certificate can be found at Attachment J-0404000-07, Forms and Reports.	Reports are complete, accurate, and received within timeframes as specified. No more than three validated customer complaints are received per month.
4.2.4	Phase II Consultation Services	The Contractor shall provide Consultation Services	The Contractor shall provide “reach back” consultation support to Contractors selected by the Navy to implement solutions to correct unsafe and unhealthy working conditions for which the consulting contractor under this contract had developed planned resolutions (fully burdened, maximum direct hourly labor rate ceiling rates for SCA employees).	All required support is provided, as requested.
4.3	Meetings	The Contractor shall attend meetings to ensure representation is actively provided and information is communicated and recorded in an accurate and timely manner.	The Contractor shall attend and support required meetings for councils and committees, record and distribute meeting minutes to members and other interested parties within five days following the meeting date, monitor and notify applicable parties of status of action items at upcoming meetings, and maintain such meeting files as appropriate.	All required meetings are attended as specified. Agenda and handouts are provided 2 days before the start of scheduled meeting to appropriate parties. Appropriate parties receive meeting minutes within 5 days following the meeting. Meeting files are complete and accurate.

0404000 – Safety				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.3.1	DOD Ergonomic Working Group Support	The Contractor shall attend DOD Ergonomic Working Group meetings to provide technical support.	<p>The Contractor shall participate in the technical discussions and coordinate with Ergo SME regarding execution and status of action items resulting from the meeting and maintain such meeting files as appropriate.</p> <p>Approximately two (2) meetings per year.</p>	All required meetings are attended as specified.
4.4	Job Requirements and Physical Demands Survey (JR/PD)	The Contractor shall provide JR/PD forms to various activities, collect, analyze, and provide a written report of results as either a stand-alone document or to be included as an attachment to an industrial ergonomics site assessment report.	<p>The Job Requirements and Physical Demands Survey (JR/PD) is an active surveillance tool, which has been validated by the Department of Defense (DoD) Ergonomic Working Group. The JR/PD is used as an occupational health survey and helps to identify jobs with ergonomic risk factors, employee discomfort, and assess ergonomic stressors. The JR/PD may be administered prior to an industrial ergonomics site assessment and included in the report or be used as a stand-alone document. For more information on the JR/PD go to www.navfac.navy.mil/safety and select the “Tools” tab of the Ergonomics page.</p> <p>The contractor will purchase the JR/PD forms. The JR/PD Form is a 12-page bubble sheet Scantron form on Mark Flex paper available through Scantron as Form# 245077-1. Additional information on the Scantron form is in Attachment J-0404000-07, Forms and Report, along with a sample Survey Results Report.</p> <p>The government will provide the optical scanner and software.</p>	<p>Surveys are conducted as specified.</p> <p>Draft Survey Report submitted within 30 days of site visit, with no more than 5 errors.</p> <p>Final Report is due within 10 days of SME review of draft report.</p> <p>Survey reports are complete, accurate, and submitted within the specified time.</p>

Section D - Packaging and Marking

SECTION D

Section D - Packaging and Marking

NOT APPLICABLE TO THIS PROCUREMENT

Section E - Inspection and Acceptance

SECTION E

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE**E.1 ACCEPTANCE**

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

E.2 PERFORMANCE EVALUATION MEETINGS

The Government will periodically assess the Contractor's overall performance on this contract by completing the Performance Evaluation Form at Attachment A of the Performance Assessment Plan (PAP). The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses Attachment A of the PAP.

E.3 PERFORMANCE ASSESSMENT PLAN

The Performance Assessment Plan, Section J, Attachment JC-0404000-05, contains the Functional Assessment Plan, performance objectives and standards for Annex 0404000.

E.4 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with FAR 52.246-4, Inspection of Services - Fixed Prices (AUG 1996), each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with NFAS 5252.246-9303, "Consequences of Contractors Failure to Perform Required Services (OCT 2004). All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

E.5 CONTRACTOR QUALITY CONTROL (QC)

(1) The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, Inspection of Services - Fixed Prices (AUG 1996), to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the pre-award survey.

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

(3) The QCP shall include:

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

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

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

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

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

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

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52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008
5252.223-9300	Inspection by Regulatory Agencies	JUN 1994
5252.246-9305	Government Performance Assessment	OCT 2004

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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 non-performed work, the Government:

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

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

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

Section F - Deliveries or Performance

SECTION F

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE**F.1 LOCATION**

The MPHA Program covers various Naval and Marine Corps installations in the NAVFAC worldwide footprint including the Continental United States. Additionally, assessment services may be required from any Department of Defense (DOD) location worldwide.

F.2 PERFORMANCE

(a) Delivery or performance shall be specified in each individual task order issued hereunder. Individual order performance time will be negotiated in accordance with Section G, paragraph 2 entitled, "Procedures of Issuing Task Orders."

(b) Final acceptance of work shall be issued as stated in Section E, Paragraph E.1, Acceptance.

(c) Payment shall be made in accordance with FAR Clause 52.232-32, Performance-Based Payments (Aug 2010), in Section I, for each task order.

F.3 TERM OF THE CONTRACT

The Government has the option to extend the term of the contract in accordance with NFAS Clause 5252.217-9301, Option to Extend the Term of the Contract (Services) (Jun 1994), in Section I.

F.4 WORK CONTROL

The Contractor shall develop and implement the necessary work control procedures to control all work requirements including any specific requirements specified in Section C. Work control procedures shall accurately reflect the current status of known work requirements and ensure their timely completion. Work requirements shall be classified by the nature of the work requirement, scope and source. Task verification documents and task orders shall be part of the work control procedures.

F.5 WORK SCHEDULE

a. The Contractor shall arrange his work so as not to interfere with the normal occurrence of Government business. All work schedules shall be submitted to and approved by the Contracting Officer. The Contractor shall not change approved work schedules without the prior consent of the Contracting Officer. Whenever nonessential services have been scheduled on the date a holiday occurs, such services shall be performed on the following working day. Deviation from the work schedules is permissible only when approved by the Contracting Officer. For all unscheduled work the contractor shall obtain Contracting Officer approval.

b. Service Interruptions. If any services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer at least 5 working days in advance of a planned shutdown. If the discontinued service is due to an emergency breakdown, the Contractor shall notify the Contracting Officer, affected tenants and customers as soon as possible.

F.6 WORK OUTSIDE REGULAR WORKING HOURS

Except as may otherwise be specified, all work shall be performed during normal (regular) working hours. No work shall be scheduled or planned to be done on Saturdays, Sundays, Holidays and Government off Fridays unless otherwise specified herein or directed by the Contracting Officer and/or his designated representative. Whenever periodic services have been scheduled on the date a holiday occurs, then such services may be performed on the next normal work day. If the Contractor desires to work on Saturdays, Sundays, Holidays and Government off Fridays or outside of the stations' regular working hours, he may submit an application to the Contracting Officer or his Government representative, for consideration and approval. In no event shall the Contractor work outside of regular working hours without approval.

F.7 LIQUIDATED DAMAGES

The application of the Liquidated Damages clauses included in this contract are as follows:

- FAR Clause 52.211-1, Liquidated Damages - Supplies, Services, or Research and Development (Sept 2000), applies to "delays in deliveries or performance of services within the time specified" (i.e., delivery of assessment reports).
- NFAS Clause 5252.246-9303, Consequences of Contractor's Failure To Perform Required Services (Oct 2004), applies to any "re-performance of unsatisfactory work or non-performance of work." Liquidated Damages will be calculated for this clause at 10% of the value of any observed defects (i.e., non-performance or re-performance).

The Government will investigate each incident before assessing Liquidated Damages.

SECTION F, REQUIRED REPORTS**SECTION F - REQUIRED REPORTS**

Annex	Spec Item	Report Title	Submit To	Due Date/Frequency
0200000	2.2.1.2	Work outside regular hours	KO / DGR	7 days prior to date requested.
0200000	2.3.1	Meeting Minutes	KO / DGR	Within 2 workdays of meeting.
0200000	2.3.2	Partnering Minutes	KO / DGR	Within 2 workdays of session.
0200000	2.3.4	Certificate of Insurance	KO / DGR	Within 15 calendar days after contract award and at least 30 calendar days written notice prior to cancellation or material change in policy coverage.
0200000	2.6.2	Work Status Report	KO / DGR	Within 24 hours of request.
0200000	2.6.5.1	Quality Control Plan	KO / DGR	Within 15 days after award.
0200000	2.6.5.2	QC Inspection File	KO / DGR	File made available during the Government's regular working hours and shall be turned over to the KO within 5 calendar days of completion/ termination of the contract.
0200000	2.6.5.3	Quality Control Report	KO / DGR	Monthly, no later than the 10 th workday following the end of the previous month.
0200000	2.7.1	Key Personnel List w/qualifications and Organizational Chart	KO / DGR	Submit Key Personnel list with required qualifications and, Organizational Chart within 15 days after award.
0200000	2.7.2.5	Department of Homeland Security (DHS) Form I-9, Employment Eligibility Verification	Installation Security Officer or designee	Prior to any Contractor or subcontractor employee or representative begins work.
0200000	2.8.1	Employee Listing	KO / DGR	Provide upon request.

Annex	Spec Item	Report Title	Submit To	Due Date/Frequency
0200000	2.9.1	Accident Prevention Plan	KO / DGR	15 calendar days after award and review, update, and submit the revised Accident Prevention Plan (APP) to the KO annually and within 15 calendar days of a change in work conditions, hazards, or activities occur.
0200000	2.9.2	Hazard Specific Safety Plan	KO / DGR	When directed (Task Order specific).
0200000	2.9.2.1	Confined Space Access Plan	KO / DGR	When directed (Task Order specific).
0200000	2.9.2.2	Drug Abuse Prevention Plan	KO / DGR	Within 30 days of contract award.
0200000	2.9.2.3	Fall Protection and Prevention Plan	KO / DGR	When directed (Task Order specific).
0200000	2.9.2.4	Hazard Energy Control Plan	KO / DGR	When directed (Task Order specific).
0200000	2.9.2.5	Layout Plan	KO / DGR	When directed (Task Order specific).
0200000	2.9.3	Accident and Damage Reporting/Notification	KO / DGR	As soon as practical, but not later than 4 hours after occurrence.
0200000	2.9.4	OSHA Citations and Violations Corrective Action Report	KO / DGR	Within 48 hours after receiving a citation.
0200000	2.9.6	Safety Certification	KO / DGR	Copies of all the required Federal, state, county, city or industry safety related certifications for work performed under this contract. Provide new versions of certifications as the old certifications expire.
0200000	2.9.9	Sustainable Procurement and Practices	KO / DGR	Within 15 days of selecting a corrective action project.
0200000	2.15.2.1	IDIQ Preparation of Proposals for potential task orders	KO / DGR	5 working days from issuance of an RFP
0404000	3.1	Ergo Training Plan	KO / DGR	Within 10 calendar days of request.
0404000	3.1	Ergo Presentation Modules	KO / DGR	Within 45 calendar days of request.

Annex	Spec Item	Report Title	Submit To	Due Date/Frequency
0404000	3.2	Project Status Reports	KO / DGR	As requested.
0404000	3.3	Meeting agendas and handouts	KO / DGR	Within 2 days before start of meeting.
0404000	3.3	Meeting Minutes	KO / DGR	Within 5 days following meeting.
0404000	4.4	JRPD Surveys and Survey Results Report	KO / DGR	As directed.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
0002	POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
0003	POP 01-JAN-2013 TO 31-DEC-2013	N/A	N/A FOB: Destination	
0004	POP 01-JAN-2013 TO 31-DEC-2013	N/A	N/A FOB: Destination	
0005	POP 01-JAN-2014 TO 31-DEC-2014	N/A	N/A FOB: Destination	
0006	POP 01-JAN-2014 TO 31-DEC-2014	N/A	N/A FOB: Destination	

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52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
5252.246-9304	Estimating the Price of Nonperformed or Unsatisfactory Work	OCT 2004

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52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(NOTE: WILL BE TASK ORDER SPECIFIC)

Within Days _____
 After Date _____
 Item No. Quantity of Contract _____

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity

within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

(NOTE: WILL BE TASK ORDER SPECIFIC)

Within Days _____
 After Date _____
 Item No. Quantity of Contract _____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of 10% per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

5252.242-9305 PREPERFORMANCE CONFERENCE (JUL 1995)

Within 15 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section G - Contract Administration Data

SECTION G

Section G - Contract Administrative Data

CONTRACT ADMINISTRATIVE DATA**G.1 PERIOD OF PERFORMANCE**

a. The basic contract period of performance will be for a period of 12 months. There will be two (2) option periods of 12-months each, for a total contract length of 36 months.

b. In accordance with FAR Part 17.202, the Government reserves the right to exercise these options if it is the most advantageous method of fulfilling the Government's need, price and other factors considered.

c. The Government has the option to extend the term of the contract in accordance with NFAS Clause 5252.217-9301, Option to Extend the Term of the Contract - Services (Jun 1994).

d. The Government will adjust the prices as required based on the new Department of Labor Wage Rate Determination, effective at time of award of the option period. SCA Wage adjustments will be calculated by using of the Price Adjustment Calculation Tool (PACT). More information on PACT can be found at the Department of Labor website at: <http://www.wdol.gov/pact/index.aspx>.

e. Initial contract award for the base year will be funded by the issuance of Task Order 0001 for the firm fixed-price portion of the contract. Task Order 0001 will be the minimum guarantee for the contract and is based on funding received from the supported commands.

g. Task Orders will be issued for IDIQ work as requested and funded. Task Orders will be issued with estimated quantities. The Government reserves the right to issue a modification to the task order if the quantity increases or decreases during the task order performance period.

h. The line items prices in Attachment JC-0200000-06, Firm Fixed-Price (FFP Exhibit Line Items and Attachment JC-0200000-07, Indefinite Delivery/Indefinite Quantity (IDIQ) Exhibit Line Items will be used for all FFP and IDIQ task orders.

G.2 PROCEDURES FOR ISSUING TASK ORDERS

(1) General information:

a. Task orders for all contract work will be on Department of Defense DD Form 1155. The contractor shall submit one copy of the task order with the invoice for payment.

b. Oral or Written Telecommunications Orders. The Contracting Officer may issue oral or written telecommunication orders only in emergency circumstances. Oral or written telecommunication orders will be confirmed by issuance of a written task order on DD Form 1155 within two (2) working days.

c. Modifications to Task Orders. Orders may be modified by the Contracting Officer. Modifications to task orders shall be effected on a Standard Form 30. Orders may be modified orally or by written telecommunications by the Contracting Officer in emergency circumstances. Oral or written telecommunication modifications shall be confirmed by issuance of a written modification on Standard Form 30 within two (2) working days from the time of the communication modifying the order.

d. If a task order is deposited in the U.S. Mail, mailing time (5 working days for regular mail (1) working day for express mail) will be incorporated into the task order submittal schedule. The Contracting Officer will notify the service provider when an order is deposited in the mail. If delays are encountered in mailing without the fault of the Contractor, a time extension may be granted by the Contracting Officer.

e. FFP and IDIQ task order quantities will be tracked on the invoice payments. The government reserves the right to issue a modification if the FFP or IDIQ quantity increases or decreases during the task order period of performance. In addition, the Contractor is required to notify the Government when 75% of the quantities are exhausted on any ELIN or SUB-ELIN.

Example - Task Order #0005 is issued for ELIN A005, quantity of 100. The Contractor should notify the Government when the quantity used under this task order for this ELIN reaches 75.

(2) **Non Pre-Priced IDIQ:**

a. To order **non pre-priced IDIQ** work under the contract, the Contracting Officer will provide the Contractor a scope of work detailing the Government's requirements and request a cost proposal for the proposed work. The Contractor shall respond with a proposal in an expeditious manner, but in no event later than directed in the request for proposal.

b. Price Breakdown. The Contractor shall provide a price breakdown for all proposals, itemized as directed by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all materials, labor, equipment, subcontractor, and overhead costs, as well as profit, and shall cover all work involved in the scope of work. Any work for subcontractors shall be supported with a similar breakdown.

c. Negotiations. In the event there are differences in the Contractor's proposal and the Government Estimate, the Contractor and the Contracting Officer shall meet at the direction of the Contracting Officer to negotiate the extent of effort and costs of the proposed work.

(3) Pre-Priced IDIQ:

a. To order pre-priced IDIQ work under the contract, the Contracting Officer will issue a Department of Defense DD Form 1155, using Attachment JC-0200000-07, Indefinite Delivery/Indefinite Quantity (ID/IQ) Exhibit Line Item unit pricing. Task Orders may be issued for IDIQ work as requested and funded.

b. Attachment JC-0200000-07, Indefinite Delivery/Indefinite Quantity (ID/IQ) Exhibit Line Item unit prices will be used as the basis for all additions and deletions placed against this contract for pre-priced IDIQ work.

c. Task Orders may be issued for IDIQ work with estimated quantities. The government reserves the right to issue a modification to the task order if the quantity increases or decreases during the task order period of performance. Additions or deletions of quantities will be at the line item unit price.

(4) Fluctuations in Workload for FFP Work:

a. As specified in Annex 0200000, Spec. Item 2.14, fluctuations may occur in workload data, and workload varies across Annexes. In the event the firm fixed-price workload reflected in Annex 0404000, Spec Item 3 varies more than 15 percent above or 15 percent below the estimate for a contract performance period; an equitable adjustment in the contract price shall be made upon demand of either party. NOTE: For this contract, 15% equals two (2) classes.

b. The equitable adjustment shall be based on upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity.

G.3 CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (DOD EMALL)

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

b. The contractor agrees to accept and process electronically submitted GPC orders for IDIQ services, including those orders issued through the DOD EMALL. The

DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DOD EMALL to view and order IDIQ line items.

c. The contractor is required to receive electronic IDIQ 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.

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

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

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

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

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

i. **Important Note** - The Contracting Officer will be requesting a waiver on the use of DOD EMALL for this contract.

G.4 INVOICING INSTRUCTIONS

a. Invoices shall be submitted in accordance with the instructions found in NFAS Clause 5252.232-9301, Invoicing Procedures Electronic (Mar 2009). Invoices will be processed for payment upon verification of work actually performed and accepted.

b. Payments will be made in accordance with the prices and schedules established in Section B. Unsatisfactory or incomplete work shall be deducted from payment.

c. Task Orders will contain multiple projects and customers and the following information shall be submitted with each invoice (for FFP or IDIQ Task Orders), as applicable:

- Total quantity of each ELIN issued under Task Order
- Quantity of each ELIN performed and billed under invoice submitted.
- All invoice submittals must be provided in excel or word format and submitted via email (addressee will be provided after award).
- More detailed information regarding invoicing will be provided after contract award.

G.5 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer shall appoint a Contracting Officer's Representation (COR) in writing for this contract at the time of award.

The COR is **NOT** a Contracting or Ordering Officer and **DOES NOT** have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract.

The COR is technically responsible for monitoring of contractor's performance and is the sole technical point of contact. However, a Navy Technical Representative (NTR) may be assigned by the Contracting Officer to assist the COR in executing inspection and monitoring duties where the surveillance and monitoring burden of the contract is significant. The NTRs will be appointed in writing, as required.

The Contracting Officer may also appoint in writing, an alternate COR to perform the responsibilities and functions of the COR.

G.6 TECHNICAL DIRECTION

Performance of work under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR), who shall be specifically appointed by the Contracting Officer in writing. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the

Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the Statement of Work of the task order.

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

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the Changes Clause;
- (3) In any manner causes an increase or decrease in the total estimated cost, Award Fee, or the time required for task order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the task order;
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the order, or;
- (6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs or funds set forth in this contract.

All technical direction shall be issued in writing by the COR. When, in the opinion of the contractor, the COR or any other Government official other than the Contracting Officer, requests effort outside the existing scope of the contract (or task order), the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract (or task order) or has otherwise resolved the issue.

G.7 TRAVEL COSTS

Travel Policy - Generally the Government will reimburse the Contractor for all allowable, allocable and reasonable travel costs incurred by the contractor in performance of the contract/CTO in accordance with FAR subpart 31.2 and the rules and definitions set forth for relocation, temporary duty and local travel in the Joint Travel Regulation (JTR), but not to exceed the amounts authorized in the JTR. Official Travel includes:

- (1) Temporary Duty (Overnight Stay Required) Beyond 50 Mile Radius. If a temporary duty station to which an employee is required to travel in the performance of this contract is beyond the circular boundary created by a 50 mile radius of the employee's official point of departure, and the period of official travel is greater than two hours more than the employee's regular work day, the cost of transportation and per diem will be reimbursed. Official travel begins at the time an employee leaves his/her

home, office, or other authorized point of departure and ends when the traveler returns to his/her home, office, or other authorized point at the conclusion of the trip.

(2) One Day Travel (Overnight Stay Not Required) Beyond 50 Miles Radius. When the period of official travel is 24 hours or less, but exceeds the employee's regular work day by greater than two hours, transportation and meals and incidental expenses (M&IE) will be reimbursed, consistent with company policy but not to exceed the amounts authorized in the JTR. Allowable reimbursement for M&IE may be prorated as provided in the JTR.

(3) Local Travel (within 50 Miles Radius of Official Point of Departure) or at Temporary Duty Station. Cost of commercial transportation and Privately Owned Vehicles (POV mileage) used in the performance of this contract for local travel or at a temporary duty station will be reimbursed, if approved by appropriate Contractor supervisory personnel as advantageous to the Government. For local travel required in the performance of this contract, transportation costs will be reimbursed for the distance that exceeds the employee's regular commuting distance.

G.8 MODIFICATION PROPOSALS – PRICE BREAKDOWN

The Contractor, in connection with any proposal made for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall contain sufficient detail to permit an analysis of all material, labor, equipment, subcontract work, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar price breakdown.

In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be supported by a similar price breakdown.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of clause)

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)

5252.232-9000 Submission Of Invoices (Fixed Price) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- a separate invoice for each activity designated to receive the supplies or services.
- a consolidated invoice covering all shipments delivered under an individual order.
- either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NAVFAC SW March 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed.

Vendor Information is available at http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information.

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or cscassig@csd.disa.mil. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) When creating an invoice in WAWF, the contractor must use the following information in conjunction with information on the Contract. Failure to use required information will result in invoice rejection:

Contract Number	N6247311D4604
DO/TO/Call Number	TO BE COMPLETED UPON AWARD
Cage Code	TO BE COMPLETED UPON AWARD
DFAS Pay Office DoDAAC	N68732
Invoice Type	Invoice as 2-in-1 (Service Only)
Note: Invoice "Item" Structure	
1) NavCon/FMI Invoice, 'Item Number' must be four digits, e.g. 0001. Invoice total amount at CLIN level.	

2) All other WAWF invoices, 'Item Number' must be six digits, e.g. 000101 (SLIN). Your total invoice amount must be broken out per SLIN.	
Issue Date of Award	Refer to Award
Issue By DoDAAC	N62473 (Vendor, replace WAWF prefills with this DoDAAC as needed)
Admin DoDAAC	N62473 (Vendor, replace WAWF prefills with this DoDAAC as needed)
Vendor, the below fields MUST be filled in with DoDAAC and Extension, as available in WAWF: Inspected By & Extension Service Acceptor & Extension Ship To Code & Extension Service Approver & Extension Contracting Officer & Extension LPO & Extension Grant Approver & Extension	N62473 / RAQ31 If the government rejects your invoice, and you choose not to resubmit the same rejected invoice, you change the status of the rejected invoice from "REJECTED" to "VOID"
DCAA Auditor DoDAAC	N/A
Mark For Code Ship From Code	DO NOT USE
Unit of Measure MUST be:	"DO"
Accounting data	The ACO may send the ACRN, AAA, and SDN to Vendor for data entry.
Vendor, after the invoice is submitted in WAWF, select "Send Additional Email Notifications"	
Notification Email Address	NAVFAC_SW_RAQ31_inspector@navy.mil

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the invoice, you will be prompted to "Send Additional Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS Helpdesk at 877-251-WAWF (9293) or ccl-ec-navy-wawf-helpdesk@dfas.mil.

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:

- (1) The Contracting Officers 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.
- (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 task/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 H - Special Contract Requirements

SECTION H

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**H.1 INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

Within fifteen (15) days after award of this contract, furnish the Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, Insurance Work On A Government Installation (Jan 1997):

- Comprehensive General Liability: \$500,000 per occurrence.
- Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.
- Worker's Compensation: As required by Federal and State Worker's compensation and occupational disease and other laws.
- Employer's Liability Coverage: \$100,000, except in states where worker's compensation may not be written by private carriers.
- Others as required by state law.
- Above insurance coverages are to extend to Contractor personnel operating Government owned equipment and vehicles.
- The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

H.2 SECURITY WARNING

The contract, or the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Sections 793 and 794. The transmission or the revelation of the classified contents, or of the classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law, in accordance with FAR 52.204-2, Security Requirements (AUG 1996).

In accordance with FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010), in Section I, a debarred or suspended subcontractor is not authorized to work for a prime contractor on any Government installation.

H.3 SECURITY REQUIREMENTS

Special or extraordinary security requirements, which are unique to the station at which the work is to be performed, may be required. If there are any such requirements, they will be identified in the Scope of Work for the Task Order. In addition to special or extraordinary security requirements the Contractor shall comply with the following:

a. The Contractor shall comply with all activity security requirements. Upon request, the Contractor shall submit the name and address of each employee performing work under this contract and shall have the employees fill out questionnaires and other forms as may be required for security. Contractor employees and representatives performing work under this contract are required to be either United States citizens or documented legal residents (status verified by prime Contractor).

b. The Contractor and its employees shall not publicly disclose any information concerning any aspect of the materials or services relating to this bid, contract, or purchase order without prior written approval of the Contracting Officer. This requirement is applicable to all subcontractors and material suppliers relating to all contracted work for this contract.

c. Neither the Contractor nor its employees or subcontractors shall disclose or cause to be disseminated any information concerning the operations of the activity's security or interrupt the continuity of its operations.

d. Disclosure of information to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.

e. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, will be directed to the Activity Commander.

f. Deviations from or violations of any of the provisions of this paragraph, will, in addition to all other criminal and civil remedies, provided by law, subject the Contractor to immediate termination for default and/or withdrawal of the Government's acceptance and approval of employment of the individuals involved.

g. Nothing in the contract shall be construed in any way to limit the authority of the Commanding Officer to prescribe new, or to enforce existing security regulations

governing the admission or exclusion of persons and the conduct of persons while aboard the station, including but not limited to, the rights of search of all persons or vehicles aboard the station. The Contractor shall be responsible for immediately turning in all terminated employee's badges to the issuing office. Contract personnel will not be permitted in security-regulated buildings or areas unless cleared by the Security Officer.

h. A Photography Pass is required prior to taking pictures on all Government property.

H.4 EMPLOYMENT ELIGIBILITY VERIFICATION

In accordance with FAR Clause 52.222-54, Employment Eligibility Verification (JAN 2009), if the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of contract award, the Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award.

Website information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

H.5 EMPLOYMENT OF DEPARTMENT OF DEFENSE (DoD) PERSONNEL RESTRICTED

In performing this contract, the contractor will not use a subcontractor at any tier, as a consultant or employ (on either a full or part-time basis) any active duty DoD personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws or DoD, or service instruction, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result

H.6 CONTRACTOR WORK FORCE RESPONSIBILITY

All personnel employed by the Contractor under this contract shall read, write, speak, and understand the English language sufficiently to be competent and qualified for the work assigned. Contractor employees shall also be physically able to perform and shall be free from communicable diseases. The contractor shall use only fully trained, experienced and technically proficient personnel. Training at Government expense will not be authorized for the purpose of keeping contractor personnel abreast of the state of the art. The COR will require the Contractor to remove from the Government premises all employees deemed careless, incompetent, insubordinate, or otherwise objectionable or whose continued employment on the job is deemed to be contrary to the interest of the Government.

H.7 KEY PERSONNEL

The key personnel are considered to be critical to the successful performance of this contract. Prior to replacing any of these key personnel, the contractor shall obtain written consent of the contracting officer. In order to obtain this consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

Key personnel are defined as: (a) personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract; and (b) individuals who are designated as key personnel by agreement of the Government and the contractor during negotiations.

H.8 RELEASE OF INFORMATION

(a) The Contractor shall not make public release of any information relating to all or any part of this contract without prior approval of the Contracting Officer.

(b) For the purpose of this clause, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages, etc.

(c) Two copies of any information proposed to be released must be submitted to Contracting Officer for security and policy review and clearance 45 days prior to release.

Information copies will also be sent to the administrative Contracting Officer, if applicable, and the COTR.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements".

(e) The Contractor further agrees to include this clause in any subcontract awarded as a result of this contract.

H.9 LICENSES/PERMITS AND RESPONSIBILITIES

In accordance with FAR 52.236-7, Permits and Responsibilities (NOV 1991), the Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required to perform work under this contract. The Contractor shall comply with all applicable federal, state, and local laws, and base regulations and procedures. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences and at other times as requested by the Contracting Officer.

H.10 PROPRIETARY RIGHTS

All field notes, field data forms, photographs, electronic storage of field data, etc., collected and produced as part of this contract shall be considered property of the Government. These data shall not be used, in whole or part, published or unpublished, as a part of any technical or non-technical presentation without written pre-approval of the Contracting Officer.

H.11 NO WAIVER BY THE GOVERNMENT

The failure of the Government in any one or more instances to insist upon strict performance to any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or options on any future occasion.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.222-99 (Dev)	Notification of Employee Rights under the National Labor Relations Act (DEVIATION 2010-O0013)	JUN 2010
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000

52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Supplies	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-32	Performance-Based Payments	AUG 2010
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	AUG 2010
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
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	JAN 2009
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Export-Controlled Items	APR 2010

252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.206-7000	Domestic Source Restriction	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.217-7026	Identification of Sources of Supply	NOV 1995
252.217-7028	Over And Above Work	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	NOV 2010
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.201-9300	Contracting Officer Authority	JUN 1994
5252.209-9300	Organizational Conflicts of Interest	JUN 1994
5252.216-9300	Appointment of Ordering Officer(s)	OCT 1996
5252.216-9302	Indefinite Quantity	JUN 1994
5252.216-9306	Procedures for Issuing Orders	NOV 2009
5252.216-9310	Combination Firm Fixed-Price/Indefinite Quantity Contract	MAR 2002
5252.216-9313	Maximum Quantities	JUN 1994
5252.223-9300	Inspection by Regulatory Agencies	JUN 1994
5252.236-9310	Record Drawings	OCT 2004
5252.237-9301	Substitutions of Key Personnel	JUN 1994

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52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from: <http://www.dodig.mil/hotline/hotline7.htm>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.216-18 ORDERING. (OCT 1995)

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, 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 \$1,000,000.00 (or amount mutually agreed upon) ;

(2) Any order for a combination of items in excess of \$1,000,000.00 (or amount mutually agreed upon) ; or

(3) A series of orders from the same ordering office within 30 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 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering

clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to NAVFAC SW the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that NAVFAC SW shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by NAVFAC SW .

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the NAVFAC SW Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NAVFAC SW the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NAVFAC SW Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NAVFAC SW .

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

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

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

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

(2) The SBA Contractor will notify the NAVFAC SW Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

See Section J, Attachment J-0200000-02, Wage Determinations

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(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) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(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)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (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.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(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)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include ``data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1 year / 365 days.

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 days after discovery of the defect .

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

- (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
- (3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--
- (A) May, for sampling purposes, group any supplies delivered under this contract;
- (B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
- (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
- (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- (ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
- (A) Require an equitable adjustment in the contract price for any group of supplies.
- (B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
- (C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.
- (D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- (4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--
- (A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
- (B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
- (5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations. (1) The Contractor warrants that for 1 year / 365 days all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government. (1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price--

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or

the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 30 days after discovery of the defect. The Contractor shall submit to the Contracting Officer a written recommendation within 10 days after discovery of the defect as to the corrective action required to remedy the breach. After the notice of breach, but not later than 30 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 10 days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 1 year / 365 days, thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(End of clause)

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

Definitions. Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean ``data."`

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor. The warranty period shall be for 1 year / 365 days.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30 days of the discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 10 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperfomed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at 30 days.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

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

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

FAR – <http://farsite.hill.af.mil/vffara.htm>

DFAR – <http://farsite.hill.af.mil/vfdfara.htm>

NFAS - <https://acc.dau.mil/CommunityBrowser.aspx?id=25017>

NMCARS - https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR – <http://farsite.hill.af.mil/vffara.htm>

DFAR – <http://farsite.hill.af.mil/vfdfara.htm>

NFAS - <https://acc.dau.mil/CommunityBrowser.aspx?id=25017>

NMCARS - https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A - Not Applicable

(End of clause)

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.

The use in this solicitation of any **N/A - Not Applicable** (48 CFR Chapter **N/A - Not Applicable**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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 **N/A - Not Applicable** (48 CFR **N/A - Not Applicable**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (SEP 2010)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

 Contract line, subline, or exhibit line item No. Item description

N/A - Not Applicable

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number --.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

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

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

- (1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
- (2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
- (3) Order only those items required in the performance of Government contracts; and
- (4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.
- (d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.
- (e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address - **NOTE: Information to be provided after contract award.**

Government Remittance Address - **NOTE: Information to be provided after contract award.**

(End of clause)

5252.216-9310 I COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT (MAR 2002)
ALTERNATE I (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 the Schedule and accompanying exhibits 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 task 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 and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is **the Firm Fixed-Price for the Base Year, CLIN 0001**.

(d) Except for any limitations on quantities in FAR clause 52.216-19 or in the Schedule, and 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 36 months.

5252.223-9301 WILDLIFE PRESERVATION (JUN 1994)

Many areas within NAVFAC's footprint are designated as wildlife preservation sites. Before commencing work that may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions: available from **NAVFAC Environmental Resources Office**.

5252.245-9300 GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (DEC 1994)

In accordance with FAR 52.245-2, "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)" clause, Section 1, the Government will provide the Contractor the use of Government-owned !MODIFY AS REQUIRED! facilities, equipment, materials, and utilities for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition, and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

(a) Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J-C N/A.

The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

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

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

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

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

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

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

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

-OR-

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

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SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
ATTACHMENT NUMBER	ATTACHMENT TITLE
J-0200000-01	Acronyms & Definitions
J-0200000-02	SCA Wage Determination
J-0200000-03	General References, Instructions and Directives
	- 2007 thru 2009 MPHA Reports
	- CAC Instruction
	- Training MOU
	- Mil Spec 882C
J-0200000-04	NAVFAC Partnering Guide
J-0200000-05	Government Furnished Property (GFP)
J-0200000-06	Exhibit Line Item Number (ELIN) - Firm Fixed-Price (FFP)
J-0200000-07	Exhibit Line Item Number (ELIN) - Indefinite Delivery/ Indefinite Quantity (IDIQ)
J-0200000-08	Training, Certification and Educational Requirements
J-0200000-09	FY12 Projected MPHA Projects
J-0404000-01	Previous Training Schedule
J-0404000-02	Sample Assessments
J-0404000-03	Historical Information - Assessment Services
J-0404000-04	Previous Contract Historical Data
J-0404000-05	Reserved
J-0404000-06	Hazard Analysis Report and Sample Hazard Completion Certificate
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JL-1	Factor 1, Past Performance Questionnaire
JL-2	Factor 2, Specialized Experience Project Data Sheet
JL-3	Request for Information (RFI) Form

Section K - Representations, Certifications and Other Statements of Offerors

SECTION K

Section K, Representations and Certifications

ON-LINE REPRESENTATIONS AND CERTIFICATIONS (ORCA)

1. In accordance with FAR Subpart 4.12 – Representations and Certifications, all Offerors must be registered in the Online Representations and Certifications Application (ORCA) database in order to be eligible for contract award. ORCA is an e-Government initiative that was designed by the Integrated Acquisition Environment (IAE) to replace the paper-based Representations and Certifications (Reps and Certs) in Section K of all solicitations, with an Internet application.
2. On-line registration and instructions can be accessed from the ORCA homepage at: <https://orca.bpn.gov/login.aspx>.
3. Contractors should complete their ORCA registration and submit a copy with the proposal.
4. ORCA registration includes the following FAR and DFARS clauses:

FAR CLAUSES -

52.203-2	Certificate of Independent Price Determination
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business (Other Than Small Business)
52.209-5	Certification Regarding Responsibility Matters
52.212-3	Offeror Representations and Certifications - Commercial Items (Alt 1 & 2)
52.214-14	Place of Performance - Sealed Bidding
52.215-6	Place of Performance
52.219-1	Small Business Program Representations (Alternate 1)
52.219-2	Equal Low Bids
52.219-22	Small Disadvantaged Business Status (Alternate 1)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services - Certification
52.223-1	Bio-based Product Certification
52.223-4	Recovered Material Certification
52.223-9	Estimate of Percentage of Recovered Material Content for EPA - Designated Items (Alternate 1 only)
52.223-13	Certification of Toxic Chemical Release Reporting
52.225-2	Buy American Act Certificate
52.225-4	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate

52.225-6	Trade Agreements Certificate
52.225-18	Place of Manufacture
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan - Certification
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran - Certification
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-6	Royalty Information (Alternate 1)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software

DFARS CLAUSES -

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus
252.212-7000	Offeror Representations and Certifications--Commercial Items
252.216-7003	Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government
252.225-7000	Buy American Act--Balance of Payments Program Certificate
252.225-7003	Report of Intended Performance Outside the United States and Canada - Submission with Offer
252.225-7020	Trade Agreements Certificate
252.225-7031	Secondary Arab Boycott of Israel
252.225-7035	Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate
252.225-7042	Authorization to Perform
252.229-7003	Tax Exemptions (Italy)
252.229-7005	Tax Exemptions (Spain)
252.239-7011	Special Construction and Equipment Charges
252.247-7022	Representation of Extent of Transportation by Sea
252.247-7023	Transportation of Supplies by Sea

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (Oct 2010) Alternate I	MAR 2011
52.212-3 Alt II	Offeror Representations and Certifications--Commercial Items (MAR 2011) Alternate II	OCT 2000
52.214-14	Place Of Performance--Sealed Bidding	APR 1985
52.215-6	Place of Performance	OCT 1997
52.219-1 Alt I	Small Business Program Representations (May 2004) Alternate I	APR 2002
52.219-2	Equal Low Bids	OCT 1995
52.219-22 Alt I	Small Disadvantaged Business Status (Oct 1999) Alternate I	OCT 1998
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2001
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-48	Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification	FEB 2009
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification	NOV 2007
52.223-1	Biobased Product Certification	DEC 2007
52.223-4	Recovered Material Certification	MAY 2008
52.223-9 Alt I	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) Alternate I	MAY 2008
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.225-2	Buy American Act Certificate	FEB 2009
52.225-4	Buy American Act--Free Trade Agreement--Israeli Trade Act Certificate	JUN 2009
52.225-6	Trade Agreements Certificate	JAN 2005
52.225-18	Place of Manufacture	SEP 2006
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-- Certification	AUG 2009
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran-- Certification.	SEP 2010
52.226-2	Historically Black College or University and Minority Institution Representation	OCT 2008
52.227-6 Alt I	Royalty Information (Apr 1984) - Alternate I	APR 1984
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	DEC 2007
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.216-7003	Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government	JUN 1997
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	DEC 2009
252.225-7003	Report of Intended Performance Outside the United States and Canada-- Submission with Offer	OCT 2010
252.225-7020	Trade Agreements Certificate	JAN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

252.225-7035	Buy American Act--Free Trade Agreement--Balance Of Payments Program	DEC 2010
	Certificate	
252.225-7042	Authorization to Perform	APR 2003
252.229-7003	Tax Exemptions (Italy)	JAN 2002
252.229-7005	Tax Exemptions (Spain)	JUN 1997
252.239-7011	Special Construction And Equipment Charges	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	MAY 2002

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**L.1 INDUSTRY FORUM**

(a) All Firms interested in attending the Industry Forum must submit the full name of the individuals attending by email no later than two days prior to scheduled conference date to Patty Olivas, at 619-532-2357, or at email address:

patty.olivas@navy.mil.

(b) An Industry Forum is scheduled for August 16, 2011. The Industry Forum will bring together decision-makers and subject-matter experts from the Navy, industry, and academia to share information and ideas that are critical to helping the Navy achieve mission success. The Forum is being conducted to encourage the further exchange of ideas and will aid the Navy in preparing the Performance Work Statement (PWS) requirements in support of the MPHA Program.

Forum Date: August 16, 2011
Forum Time: 10:00 am, PST
Location: NAVFAC SW Headquarters
Bldg 127, 1220 Pacific Highway, San Diego, CA 92132
Conference Room: "Blue" Room (1st door on right as you enter Bldg 127)

(c) Contractors are not authorized to park inside the Navy compound. Parking is available street side or pay parking is available adjacent to the NAVFAC compound. You must check-in at NAVFAC Security (Building 128) before entering Building 127.

(d) In order to make the Industry Forum as productive as possible, firms are requested to submit questions in writing, using Section J, Attachment JL-3, Request for Information Form, to the point of contact noted, as soon as possible. Firms should note that the terms and conditions of the solicitation can only be changed by a formal written amendment to the solicitation.

(e) Costs associated with participating in the Industry Forum or responding to the solicitation will not be compensated.

L.2 PRE-PROPOSAL MEETING

(a) No Pre-Proposal meeting is scheduled at this time. If the Government decides to hold a pre-proposal meeting, an amendment will be issued to the RFP with meeting details.

(b) Costs associated with participating in the pre-proposal meeting or responding to the solicitation will not be compensated.

L.3 INQUIRIES OR QUESTIONS

(a) Firms are requested to submit questions in writing via email to Patty Olivas, via email: patty.olivas@navy.mil or facsimile (619) 532-1155, no later than 10 days prior to proposal due date. Questions will be considered and a reply may be sent verbally, written, or electronic. Firms shall note that the terms and conditions of the solicitation can only be changed by a formal written amendment to the solicitation.

(b) All inquiries or questions must state the solicitation number, and clearly state the question and applicable reference and should be submitted on Section J, Attachment JL-3, Request for Information (RFI) Form.

L.4 PRE-AWARD SURVEY

(a) The Government **may** conduct a pre-award survey on the Offerors submitting a proposal (including subcontractors indicating firm commitments to this acquisition), to determine whether the Offeror is qualified and capable of performing the contract. The pre-award survey will involve examination of the offeror's financial status. The pre-award survey is not a part of the technical evaluation.

(b) If the Government requests pre-award survey documents, they should be hand delivered to the Contracting Officer or mailed to the address stated in Section A, paragraph A.12.

(c) If requested, the following information should be included in the pre-award survey, in a separate envelope marked "Pre-Award Survey" and submitted within the required time.

1) The Firm's last three (3) complete fiscal years' financial statements, audited, reviewed, or compiled by an independent accounting firm, including the accounting firm's cover letter and full disclosure notes for the prime and each party to a joint venture. Firms shall provide its current year-to-date financial statements as of the quarter ending prior to submission of offers. Any Firm that intends to rely on the financial backing of its parent corporation must submit separate financial statements for both the partially-owned or wholly owned subsidiary and the parent corporation. If a partially-owned or wholly-owned subsidiary relying on the financial backing of a parent corporation cannot submit its own financial statements, provide a detailed explanation why. If a partially-owned or wholly-owned subsidiary which will be performing the contract is relying on a parent corporation for financial backing, a financial guarantee letter must also be submitted.

2) Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If a Firm relies on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit shall be based upon the inclusion of this contract effort. For joint ventures/teaming arrangements discuss the financial responsibilities among companies and provide same information.

3) In situations where there is a parent and subsidiary relationship, each Firm must indicate:

- a. Whether the parent will sign the contract;
- b. Whether the government will be granted access to the parent books and records to assess financial condition and capability; and
- c. Whether the corporation has a "Cash Sweep" policy and/or practices that allows a parent entity to remove cash from the subsidiary.

4) A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date, or percent complete.

L.5 PROPOSAL SUBMISSION REQUIREMENTS

1) General: Proposals submitted in response to the solicitation shall be formatted as follows and furnished in the number of copies stated herein. Firms shall submit proposals in paper format and via electronic format on editable CD-ROM. CD's shall be placed in binder sleeves in the 3-ring binder.

The acceptable electronic format for proposals includes Microsoft 2007, Word and Excel, or latest version, and Adobe Acrobat 9.0 Pro, or latest version. Factor 5 - Price Proposal is to be submitted in Microsoft Excel 2007 or latest version, with all formulas and links to detail worksheets intact.

PAPER PAGES SHALL BE STANDARD 8½ X 11" SHEETS. PROPOSALS SHALL BE DOUBLE-SIDED/DUPLEX PRINTED. A DOUBLE-SIDED/DUPLEX PRINTED SHEET WILL BE COUNTED AS TWO (2) PAGES.

2) Electronic mail is not an acceptable media format for submission of proposals. Firms shall ensure that proposal disks are virus free, and free of password protection. If access to proposal data is prohibited due to viruses, passwords, or incorrect format, the proposal may be rejected.

3) Proposal Submission Requirements:

a. All proposals (paper and electronic) shall be labeled with the Volume Number and Title, Solicitation Number, and the name, address, and phone number of the Offeror. The proposal shall be structured so that it directly identifies which factor, tab, and proposal requirement are being addressed.

b. The electronic/paper proposals shall be submitted on separate Disk and Binder. The proposal shall be submitted in two (2), three-ring binders, not comb-bound. The following information shall be included in each Section (Disk/Binder) and tabbed/labeled accordingly.

4) Offeror(s) shall submit proposal copies as follows:

a. Page limits, if stipulated, must be adhered to. Electronic and paper submittal page sizes shall be 8.5" x 11". Font size shall be 10 or 12 point. A table of contents, list of acronyms, and any relevant/associated tables or figures is required.

b. Volume #1 - Submit (2) two electronic copies and (5) five paper copies. Include in the same three- ring binder with contents as specified and labeled as specified.

c. Volume #2 - Submit (1) one electronic copy, and (2) two paper copies. Include in the same three- ring binder with content as specified, and labeled as specified.

5) Proposals shall be delivered to the following address in accordance with the date and time set for receipt of proposals:

NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST
SPECIALTY CONTRACTS CORE
ATTN: PATTY OLIVAS, CODE RAQ4, BUILDING 127, ROOM 109
1220 PACIFIC HIGHWAY, SAN DIEGO, CA 92132-5190

6) Proposal Content - Proposal(s) shall contain complete responses to Factors 1 thru 5. Page limitations for each evaluation factor are specified below.

VOLUME #1 – TECHNICAL PROPOSAL -

General Information: A cover letter shall accompany the proposal as required by FAR Clause 52.215-1, Instruction to Offerors - Competitive Acquisition (Jan 2004). The first page shall include the solicitation number and name, address, telephone number facsimile number, Dun & Bradstreet Number (DUNS), Cage Code, and Tax Identification Number (TIN) of the Offeror. In addition, it shall contain 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 prices stated for each item. Furthermore, the names, titles, and signatures of persons 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.

File naming of proposal information: The file naming convention of Volume #1 (Binder 1) - Technical Proposal - shall be as follows:

VOLUME 1 (BINDER 1) - TECHNICAL PROPOSAL -

- (1) Cover Letter
- (2) **FACTOR 1 - PAST PERFORMANCE**
 - Tab A - Attachment JL-1, Factor 1, Past Performance Questionnaires
- (3) **FACTOR 2 - CORPORATE/SPECIALIZED EXPERIENCE**
 - Tab A - Attachment JL-2, Factor 2, Corporate/Specialized Experience Project Data Sheets
 - Tab B - A narrative describing additional relevant projects/corporate/specialized experience
- (4) **FACTOR 3 - SAFETY**
 - Tab A - EMR and DART Rates
 - Tab B - Summary Safety Management Plan
- (5) **FACTOR 4 - TECHNICAL COMPREHENSION OF REQUIREMENTS**
 - Tab A - Management Approach (Team Organizational Structure and Staffing Plan)
 - Tab B - Key Personnel Resumes
 - Tab C - Joint Venture (JV)/Teaming Agreements
 - Tab D - Summary Quality Control Plan
- (6) Two (2) CDROMs of all data in Volume 1
- (7) Five (5) paper copies of all data in Volume 1

FACTOR 1: PAST PERFORMANCE**PAGE LIMIT 24 pages**

(a) Past performance information is one indicator of an Offeror's ability to perform the contract successfully. Past performance information is used to evaluate the offeror's past performance on contracts and/or task orders of similar size, scope, and complexity to that described in the PWS of the solicitation. The currency and relevance of the information, source of the information, context of the data, and general trends in performance shall be considered.

(b) The Government will evaluate whether the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality products and services at fair and reasonable price, and demonstrated commitment to safety. Offerors shall be evaluated on the quality of their past performance, with respect to the contracts that were completed or substantially completed (at least 80%) within the past three (3) years of the RFP closing date.

(c) Past Performance should include eight (8) projects, two from each category: Fall Protection, Electrical, Industrial Ergonomic Assessment services and Ergonomic Training. The Past Performance can be that of the Offeror or any proposed sub-contractors. Previous DOD contract past performance may be given additional consideration.

(d) The distinction between Past Performance (Factor 1) and Corporate/Specialized Experience (Factor 2) is Past Performance relates to how well a contractor has performed. Corporate/Specialized 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.

(e) Solicitation Submittal Requirements - Offerors are required to provide Past Performance Questionnaires (PPQ) with their proposal using the document found at Section J, Attachment JL-1, Past Performance Questionnaire. The Offeror or Subcontractor should submit the PPQ to the client for each project the Offeror includes in its proposal for Factor 1. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires 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, 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, to proposal closing date. .

(f) The Government reserves the right to contact and verify past performance information with references that have provided completed Past Performance Questionnaires, and to use any other available past performance information. The

Government reserves the right to evaluate an offeror's past performance with respect to any completed or ongoing contract not specifically identified in the offeror's proposal, so long as that contract is similar in size, scope, and complexity to the contract being solicited and (for completed contracts) the contract was completed within the past (3) three-year period. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Other past performance information may be obtained from past and present customers, other DOD and government agencies, previously submitted Past Performance Questionnaire information, and performance evaluations contained in the Past Performance Information Retrieval System (PPIRS) (ACASS/CCASS/CPARS) that are considered relevant to this acquisition. 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), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), 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.

(g) Include any performance recognition documents received such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition. Awards and other forms of special recognition submitted by offerors for applicable projects in Section J, Attachment JL-1 may be considered in the overall evaluation of Factor 1. Only awards, certificates, and letters that correspond with Factor 1, Past Performance projects completed or substantially completed (at least 80% physically complete) within the past three (3) years of the RFP closing date will be considered.

(h) If a firm has no relevant past performance history with respect to contracts of the same or similar scope, size, and complexity as this requirement, the proposal must affirmatively state that it possesses no past performance experience of the same or similar scope, size, and complexity. In accordance with FAR 15.305(a)(2)(iv), a firm without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. In such situations, a rating of "NR" (No Rating) will be assigned.

(i) The Offeror may be given an opportunity to clarify certain aspects of its proposal, (e.g., the relevance of the Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

FACTOR 2: CORPORATE/SPECIALIZED EXPERIENCE**PAGE LIMIT 16****pages**

(a) Corporate/Specialized Experience pertains to the types of work and volume of work completed by a firm that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Corporate/Specialized Experience shall include demonstrated expertise in Fall Protection, Electrical and Industrial Ergonomic Assessment Services, Ergonomic Training and experience in performing risk mitigation efforts.

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

(c) Solicitation Submittal Requirements - Offerors are required to provide Corporate/Specialized Experience with their proposal using the document found at Section J, Attachment JL-2. Provide a description of your firm's Corporate/Specialized Experience and that of any proposed subcontractors in providing services described in the PWS of this solicitation. Corporate/Specialized Experience provided in Attachment JL-2, should directly relate back to the eight projects submitted for Factor 1, Past Performance.

(d) Additional relevant project experience provided may contribute to the assigned rating. If additional experience is provided, it must be provided in narrative form with a page limitation in total of 2 pages and including in Tab B of Factor 2.

(e) If you are submitting an indefinite-delivery, indefinite-quantity (IDIQ) type contract as a project with various contract task orders listed, you must provide each task order number, project description, task order point of contact, phone number, award date, actual or projected completion date, physical percent complete, and award amount. If all the applicable information is not provided for the task orders listed, the project may not be considered in the evaluation.

(f) Projects submitted for Factor 2 shall be completed or substantially completed (at least 80% physically complete) within the past three (3) years of the RFP closing date in order to be considered in the evaluation of Factor 2, Corporate/Specialized Experience.

(g) If a firm has no relevant past performance history with respect to contracts of the same or similar scope, size, and complexity as this requirement, the proposal must affirmatively state that it possesses no past performance experience of the same or similar scope, size, and complexity. In accordance with FAR 15.305(a)(2)(iv), a firm without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. In such situations, a rating of "NR" (No Rating) will be assigned.

(h) If all the applicable information is not provided for the task orders listed, the project may not be considered in the evaluation.

(i) The Offeror may be given an opportunity to clarify certain aspects of its proposal, (e.g., the relevance of the Offeror's Corporate/Specialized Experience information and adverse information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

FACTOR 3: SAFETY**PAGE LIMIT 2 pages**

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 2008-2010, 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.

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

For the three previous complete calendar years 2008-2010, 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.

(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 the methods that the Offeror will employ to ensure and monitor safe work practices at by all workers at all levels. The Safety narrative shall be limited to two pages.

FACTOR 4 – TECHNICAL COMPREHENSION OF REQUIREMENTS**PAGE LIMIT 25 pages**

This factor considers the effectiveness of the offeror's proposed management approach and key personnel to adequately perform the requirements of the contract. Describe your management approach to performing the contract resulting from this solicitation.

Tab A, Management Approach (Team Organizational Structure and Staffing Plan)

The Government will evaluate the effectiveness and viability of the offeror's approach to managing the contract. The government seeks management approaches that result in optimal use of resources, are cost effective, and are highly responsive to the interests of the Department of the Navy. The Government will evaluate the following:

(a) Management - A description of management and administrative organization available or to be established for the supervision, and assurance or services required under the proposed contract including organizational structure. Include your proposed organizational chart. Include lines of authority for key personnel, organizational relationships with any proposed subcontractors, the extent of the offeror's previous working relationship with any proposed subcontractors, and the extent to which each team subcontractor's scope of work and limits of responsibility are clearly identified;

(b) Allocating Resources - Discuss your proposed plan for allocating resources under this contract. Include information as to present workload, including number and types of personnel currently employed on a permanent basis and available on a temporary basis (including subcontractor or joint venture personnel.)

(c) Subcontracting - Discuss organizational relationships with any proposed subcontractors. In such instances, the prime shall clearly identify the limits of responsibility for each team subcontractor. Indicate how your organization functions in absence of key personnel. Note that your proposed structure must comply with the requirements of FAR 52.219-14, Limitations on Subcontracting. In the event that the use of subcontractor(s) in a "team" approach is proposed, wherein the sub(s) will accomplish significant portions of a clearly identifiable scope of work on a consistent basis, or on a consistent overflow basis, a "team" relationship will be considered.

(d) Staffing - The proposed plan for staffing/resourcing this contract to include all locations covered by this contract and the efficiency and cost effectiveness of the plan to provide the staffing and equipment needed to provide resources for intermittent workload surges. Describe how you will provide the staffing and equipment needed to perform in a wide geographical area (including OCONUS), including the resources required for intermittent workload surges.

(e) Cost Controls - The management approach shall also address how costs will be effectively managed.

Tab B, Key Personnel Resumes

Firms will be evaluated based on the qualifications of the proposed key personnel. Offerors shall submit a detailed resume for each of the key personnel proposed. The evaluation of key personnel will consider education, professional qualifications, and experience. Indicate whether key personnel are a current employee or a proposed new hire. If Industrial Ergonomist, Electrical Safety Specialist, Fall Protection Specialist shall be provided by partnering, joint venture, or subcontractor, please indicate.

(a) Resumes shall be submitted for each proposed key personnel identified in Annex 0200000, Spec Item 2.7.1, including name of employee, employment history, period of employment, description of duties and responsibilities and titles held.

(b) Resumes shall contain the following minimum information to demonstrate the extent to which the proposed individuals meet or exceed the desired qualifications specified in the PWS.

- Name
- Current Job Title
- Proposed Position
- Employment Status – Specify whether the proposed individual is currently employed with the prime or subcontractor
- Dates and Company Name for Experience with Other Firms
- Education (Degrees, Year, Specialization)
- Active Registration (Professional Registration/Certification; by discipline and state registration number; also, year first registered and discipline)
- Relevant Project Experience and Qualifications

(c) All resumes shall have the signature of the current or prospective employee. If the experience and qualifications shown on the resume were obtained under any of the projects listed in Factor 1, indicate the contract and/or task order number(s) on the resume.

Tab C, Joint Venture (JV)/Teaming Agreements

(a) Contractors that propose as joint venture teams shall submit their joint venture agreements and letters of commitment shall be submitted with a list of the joint venture parties and/or teaming/partnering parties to include the following information: Company Name, DUNS and CAGE Code Numbers, Address, Point of Contact, Email Address, Phone Number, and Fax Number.

(b) All such agreements shall be signed by the parties and shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm/joint venture/team/partnership.

(c) Offerors shall ensure that joint venture agreements and teaming/partnering agreements comply with the Small Business Administration requirements set forth in 13 CFR 121, Small Business Size Regulations, and 13 CFR 125, Government Contracting Programs. The Proposer is not required to participate in a joint venture or teaming agreement. However, if you propose to enter into any agreements, failure to comply with applicable requirements may eliminate your proposal from consideration for award.

Tab D. Summary Quality Control Plan

(a) Offeror's shall provide a summary Quality Control Plan to include:

1) A description of the Offeror's performance management and quality control approach that includes planning, assessment, prevention/mitigation and monitoring. It shall include methods to measure, track, analyze, and report performance trends and deficiencies and implement corrective actions to ensure timely and acceptable performance in accordance with the PWS.

Describe the quality control procedures of the contractor's quality control (CQC) program to be utilized for ensuring submittals are approved in a timely manner and that only approved materials are incorporated into the work. Also describe quality control for field oversight, process and approval authority, testing, and other similar procedures.

2) A plan for identification, documentation, measurement and control of key processes (those processes that ensure successful accomplishment of the Performance Standards) and lower-level support processes.

3) A description of the Offeror's quality organization detailing roles and responsibilities for performance management and quality control function and operations.

4) The Summary Quality Control Plan shall be submitted with the technical proposal. **(5 page limit)**

VOLUME 2 (BINDER 2) – PRICE PROPOSAL -

General Information: A cover letter shall accompany the proposal as required by FAR Clause 52.215-1, Instruction to Offerors - Competitive Acquisition (Jan 2004). The first page shall include the solicitation number and name, address, telephone number facsimile number, Dun & Bradstreet Number, Cage Code, and Tax Identification Number (TIN) of the Offeror. In addition it shall contain 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 prices stated for each item. Furthermore, the names, titles, and signatures of persons 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.

File naming of proposal information: The file naming convention of Volume #2 - Price Proposal shall be as follows:

VOLUME 2 (BINDER 2) - PRICE PROPOSAL -

- (1) Cover Letter
- (2) **FACTOR 5 - PRICE**
 - Tab A - Proposal SF-33
 - Tab B - Section B, Supplies or Services and Prices/Costs Worksheet
 - Tab C - Price Proposal, Section J, Attachments J-0200000-06 & J-0200000-07
 - Tab D - A copy of the Company's On-Line Representations & Certifications (ORCA)
- (3) One (1) CDROM of all data in Volume 2
- (4) Two (2) paper copies of all data in Volume 2

FACTOR 5: PRICE

(i) Solicitation Submittal Requirements: The Price shall be submitted in (Volume 2 - Factor 5, Price Proposal) in format as specified in the solicitation Provision L.4, Proposal Submission Requirements.

- Tab A - Proposal SF-33
- Tab B - Section B of the RFP
- Tab C - Price Proposal, Section J, Attachments J-0200000-06 & J-0200000-07.
- Tab D - A copy of the Company's On-Line Representations & Certifications (ORCA)
(see <https://orca.bpn.gov/>)

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.211-6	Brand Name or Equal	AUG 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.247-6	Financial Statement	APR 1984

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **combination FFP/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

NAVAL FACILITIES ENGINEERING COMMAND

Specialty Contracts Core

Code RAQ4

1220 Pacific Highway

San Diego, CA 92132-5190

(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)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

N/A – not applicable

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

(2) ___ copies of the technical proposal.

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

NOTE: See instructions in Sections L and M of this Solicitation for proposal requirements.

(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 offer. (End of clause)

5252.237-9302 SITE VISIT (JUL 1995)

(a) Arrangements to visit the site may be made by contacting **Patty Olivas, Contracting Officer**, during regular working hours at **619-532-2357**. Site visits are restricted to regular working hours.

NOTE – No site visit is scheduled at this time.

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

Section M - Evaluation Factors for Award

SECTION M

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**M.1 EVALUATION PROTOCOL**

The contract will be awarded based on best value to the Government using the Tradeoff Source Selection process (see FAR 15.101-1). This process allows for a tradeoff between non-cost factors and cost/price and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best-value contract award - the proposal most advantageous to the Government, cost/price and other factors considered. Further, it describes various rating approaches to evaluating proposals when using a tradeoff process.

(a) Interested Firms will respond with information requested in the RFP. The Government intends to award one contract.

(b) The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

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

(d) 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.

(e) 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.

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

(g) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub line 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.

(h) All proposals shall be evaluated against the established criteria set forth herein.

(i) Costs associated with participating in the Industry Forum or Pre-Proposal Meeting or responding to the RFP will not be compensated.

(j) Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions.

(k) Proposals that have either a significant weakness or multiple weaknesses may impact either the individual factor rating or the overall rating for the proposal.

M.2 DEFINITIONS

The following definitions shall be utilized in the evaluation process:

ADEQUACY: A proposed method or technique in the proposal that addresses solicitation requirements such that no further explanation or documentation is necessary.

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.

OFFEROR: Except where the context in which the term is used clearly indicates otherwise, "Offeror" refers to the contractor submitting the proposal, whose name appears in Block 15A of the SF33, Solicitation, Offer and Award, and to joint venture members, teaming/partnering entities, and major subcontractors (defined as subcontractors performing 20% or more of the work).

PAST PERFORMANCE: Relates to how well an Offeror has performed; e.g., the quality of work accomplished, schedule compliance, cost control, and customer satisfaction.

PROJECT: A project may be a stand-alone contract, or an individual task order under an IQ contract. If an IDIQ contract is provided as a project and individual task orders are listed, Firms must provide the task order number, project description, task order point of contact, phone number, award date,

completion date, and award amount. If this information is not provided for the task orders listed, the project will not be considered in the evaluation.

SIGNIFICANT WEAKNESS: A flaw that appreciably increases the risk of unsuccessful contract performance.

SPECIALIZED EXPERIENCE: Pertains to work currently or previously performed by an Offeror, which is the same or similar to the work that may be ordered under this contract.

STRENGTH: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

SUBSTANTIALLY COMPLETE: Pertains to projects that are at least 80% physically complete. If an indefinite quantity (IQ) contract is submitted as a "project", the term "substantially complete" pertains only to the individual task orders under the IQ contract that are included in the narrative.

WEAKNESS: A flaw in the proposal that increases the risk of unsuccessful contract performance.

M.3 RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

In accordance with FAR 15.304, the evaluation factors that apply to this acquisition are listed below:

- Factor 1 - Past Performance
- Factor 2 - Corporate/Specialized Experience
- Factor 3 - Safety
- Factor 4 - Technical Comprehension of Requirements
- Factor 8 - Price

(a) Factor 1 - Past Performance, Factor 2 - Corporate/Specialized Experience, Factor 3 - Safety and Factor 4 - Technical Comprehension of Requirements are of equal importance to each other. All technical evaluation factors, when combined, are significantly more important than price.

(b) The importance of Factor 5, Price will increase if Offeror's are considered essentially equal in terms of technical capability or if Factor 5, Price is so significantly high as to diminish the value of the proposal's technical superiority to the Government.

(c) Offeror's are advised that if your proposal contains any technical deficiency under any factor, you will not be considered eligible for award. If your proposal contains a combination of significant weaknesses which creates and unacceptably high risk in contract performance, you will not be considered eligible for award.

M.4 FACTOR 1: PAST PERFORMANCE

Basis of Evaluation - The basis of evaluation for Factor 1 will be limited to the quality of performance on contracts and/or task orders of similar size, scope, and complexity to that described in the PWS that have been completed or substantially completed (at least 80% physically complete) within the past three (3) years of the RFP closing date. Offerors may include projects with the Federal Government, agencies of state and local governments, and/or commercial customers. Offerors and any proposed subcontractors may also be evaluated on the quality of their past performance on other unlisted projects known to the Government that meet the solicitation relevancy criteria.

(a) Section J, Attachment JL-1, Past Performance Questionnaire will be used to rate Factor 1, Past Performance. Offerors and any proposed subcontractors will be evaluated on the quality of their past performance on the projects submitted using Attachment JL-1 of the solicitation. Past Performance project submittals should directly correspond to the eight projects submitted for Factor 2, Corporate Experience.

(b) The Government will evaluate whether the Offeror and its proposed subcontractors have consistently demonstrated a commitment to customer satisfaction and timely delivery of quality products and services at fair and reasonable costs/prices. Past performance includes, but is not limited to, evaluating the offeror's and subcontractors' records of:

- 1) Meeting quality standards for technical performance and technical data/report preparation;
- 2) Conforming with contract terms and conditions and schedules;
- 3) Effectively managing the overall contract, including subcontract management;
- 4) Client relations and resolution of disagreements/disputes;
- 5) Contract problem resolution and responsiveness to emergency and/or surge situations;
- 6) Use of innovative methods/processes to reduce cost or otherwise benefit the client;
- 7) Management of safety program and responsiveness regarding safety issues;
- 8) Cost control and cost-effective performance; and
- 9) Timeliness and accuracy of invoices and status reports.

(c) The Government may contact references other than those identified in Section J, Attachment JL-1. The Government reserves the right to contact references to verify past performance information and to use any other past performance information available. Other past performance information may be obtained from past and present customers, other government agencies, current or former subcontractors, previously submitted Past Performance Questionnaire information, and/or performance evaluations contained in the Past Performance Information Retrieval System (PPIRS) (ACASS/CCASS/CPARS). In evaluating past performance, only projects completed or substantially completed (at least 80% physically complete) within the past three (3) years from the RFP closing date will be considered.

(d) Awards and other forms of special recognition submitted by offerors for applicable projects in Section J, Attachment JL-1 may be considered in the overall evaluation of this factor. If an award or special recognition is submitted that relates to outstanding performance, innovativeness, cost or time reduction, and/or successful completion of the project, additional consideration may be given. Only awards, certificates, and letters that correspond with Exhibit A projects completed or substantially completed (at least 80% physically complete) within the past three (3) years of the RFP closing date will be considered.

(e) If an IDIQ type contract is provided as a project and individual task orders are listed, offerors must provide each task order number, project description, task order point of contact, phone number, award date, actual or projected completion date, physical percent complete, and award amount. If all the applicable information is not provided for the task orders listed, the project may not be considered in the evaluation.

(f) If a firm has no relevant past performance history with respect to contracts of the same or similar scope, size, and complexity as this requirement, the proposal must affirmatively state that the Offeror and/or any proposed subcontractors possess no past performance experience of the same or similar scope, size, and complexity. In accordance with FAR 15.305(a)(2)(iv), a firm without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. In such situations, a rating of "NR" (No Rating) will be assigned.

(g) Failure to use Section J, Attachment JL-1, Past Performance Questionnaire, for Factor 1 may result in a lower rating for this factor. Past Performance Questionnaires that do not provide all applicable information may not be considered in the evaluation.

(h) Award may be made from initial offers without discussion. The Offeror may be given an opportunity to clarify certain aspects of its proposal, (e.g., the relevance of the Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

M.5 FACTOR 2: CORPORATE/SPECIALIZED EXPERIENCE

Basis of Evaluation - The basis of evaluation will be focused on the prime contractor or sub contractors experience in performing contracts and/or task orders of similar size, scope, and complexity described in the PWS, and experience in performing risk mitigation efforts in regards to industrial ergonomics, fall protection and electrical issues. Corporate/Specialized experience should include the eight projects submitted for Factor 1, Past Performance. Additional relevant project experience provided may contribute to the assigned rating. If additional experience is provided, it must be provided in narrative form with a page limitation in total of 2 pages. Offerors shall clearly demonstrate prime contracting and sub contractor experience in performing multiple and diverse projects simultaneously over an extended geographic region. In evaluating experience, the complexity and innovativeness of solutions listed in Factor 1 projects will be considered. Offerors will be evaluated based on their experience in dealing with a variety of similar projects identified in the PWS.

(a) Section J, Attachment JL-2, Corporate/Specialized Experience Project Data Sheet, will be used to evaluate Factor 2, Corporate/Specialized Experience. Contracts listed for consideration under Factor 2, Corporal/Specialized Experience, may include those entered into with the DOD, Federal Government, agencies of state or local governments, and/or commercial customers, for the same or similar work covered under this solicitation. Previous DOD contract past performance may be given additional consideration.

(b) If an IDIQ type contract is provided as a project and individual task orders are listed, offerors must provide each task order number, project description, task order point of contact, phone number, award date, actual or projected completion date, physical percent complete, and award amount. If all the applicable information is not provided for the task orders listed, the project may not be considered in the evaluation.

(c) Failure to use Attachment JL-2, Corporate/Specialized Experience Project Data Sheet for Factor 2 may result in a lower rating for this factor. Project Data Sheets that do not provide all applicable information may not be considered in the evaluation.

M.6 FACTOR 3: SAFETY

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, and any 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 ESAMS, 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:

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

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

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

(c) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which the contractor proposes a method that will insure compliance and safe execution 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 rated higher.

M.7 FACTOR 4: TECHNICAL COMPREHENSION OF REQUIREMENTS

Basis of Evaluation - The basis of evaluation will consider the effectiveness of the offeror's management approach and qualified key personnel to adequately perform the requirements of the contract. This evaluation factor considers the following elements: Management Approach, Key Personnel, and Quality Control Plan, which are of equal importance.

(a) Management Approach - The Government will evaluate the effectiveness and viability of the offeror's approach to managing the contract. The government seeks a management approach that results in optimal use of resources, is cost effective, and is highly responsive to the contract requirements. Under this element, the Government will evaluate the following:

(1) The proposed program management organizational structure, lines of authority for key personnel, organizational relationships with any proposed subcontractors, proposed organizational chart, the extent of the offeror's previous working relationship with any proposed subcontractors, and the extent to which each team subcontractor's scope of work and limits of responsibility are clearly identified;

(2) The proposed contract management processes that will be employed in support of the resulting contract including, but not limited to, general contract administration, project controls, scheduling, quality control, procurement, accounting, invoicing, property management, and management information systems; and the extent to which the proposed processes demonstrate the offeror's understanding of the management requirements for a cost-reimbursement type contract;

(3) The proposed plan for staffing/resourcing this contract to include all locations covered by this contract and the efficiency and cost effectiveness of the plan to provide the staffing and equipment needed to provide resources for intermittent workload surges; and

(b) Key Personnel - Offers will be evaluated based on the qualifications of the proposed key personnel as demonstrated by the detailed resumes submitted with the proposal. The evaluation of key personnel will consider education, professional qualifications, and experience in Industrial Ergonomics Training, hazard analysis for electrical, fall protection and ergonomic hazards, recommendations for mitigation and implementation of mitigation strategies (design, development, procurement and installation) for such hazards. All Key Personnel resumes shall have the signature of the current or prospective employee. Additional experience and qualifications may be given additional consideration. The desired qualifications are specified in Annex 0200000, Spec Item 2.7.1 of the solicitation, for the following positions, which are considered Key Personnel:

- 1) Program Manager (PM)
- 2) Quality Control Manager (QCM)

- 3) Site Safety and Health Officer (SSHO)
- 4) Electrical Safety Specialist(s)
- 5) Industrial Ergonomist(s)
- 6) Fall Protection Specialist(s)

(c) Summary Quality Control Plan - The basis of evaluation will focus on the Offeror's quality control approach to planning, assessment, prevention/mitigation and monitoring. The basis of evaluation will also focus on the Offeror's ability to effectively measure, track, analyze, and report performance trends and deficiencies and implement corrective actions in a timely and acceptable performance level to meet the requirements of the Performance Work Statement. The Plan should also provide a plan for identification, documentation, measurement and control of key processes (those processes that ensure successful accomplishment of the Performance Standards) and lower-level support processes.

M.8 FACTOR 5: PRICE

Basis of Evaluation - Proposed cost/price will be evaluated to determine reasonableness.

(a) The basis of evaluation may include the use of various cost or price analysis techniques to ensure a fair and reasonable cost/price as follows:

- 1) Comparison of the proposed cost/price amounts received in response to the solicitation;
- 2) Comparison of the proposed cost/price with the Independent Government Estimate;
- 3) Comparison of the proposed cost/price with the resources proposed;
- 4) Comparison of the proposed cost/price with information/reports obtained from DCAA or other agencies; and
- 5) Review and analysis of other than cost or pricing data.

(b) Proposals will be evaluated for the degree of risk assumed by the Offeror in their proposal structure. An unrealistically low (or high) cost/price proposal determined to be unbalanced may be grounds for eliminating the proposal from competition on the basis that the Offeror does not understand the requirement or has submitted an unrealistic proposal. Any cost/price proposal that is deemed unreasonable, unrealistic, substantially inaccurate, or incomplete will be considered unacceptable.

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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)