

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 198		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N62473-16-R-1005		6. SOLICITATION ISSUE DATE 16-Feb-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTINE REYES			b. TELEPHONE NUMBER <i>(No Collect Calls)</i> 619-532-3769		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 16 Mar 2016	
9. ISSUED BY NAVFAC SOUTHWEST PW CONTRACTS CORE - PPV CODE RAQ10-PPV 1220 PACIFIC HWY SAN DIEGO CA 92132-5190 TEL: FAX:		CODE N62473	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7.5m NAICS: 811121			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C2 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO NAVFAC SOUTHWEST CHRISTINE REYES PUBLIC WORKS CONTRACTS CORE CODE RAQ2 1220 PACIFIC HWY SAN DIEGO CA 92132-5190 TEL: 619-532-3769 FAX: 619-532-3358		CODE N62473	16. ADMINISTERED BY					
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY			CODE		
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i> TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

INSTRUCTIONS TO OFFERORS

INSTRUCTION TO OFFERORS

1. INQUIRIES

Inquiries regarding the Request for Proposal (RFP) shall be submitted electronically using the Request for Proposal Information (RFI) form provided in Section J of this solicitation. The Point of Contact (POC) for inquiries is Christine Reyes at (619) 532-3769, or e-mail at christine.reyes@navy.mil or via fax at (619) 532-3358. The Government cannot guarantee a response to inquiries received less than 10-days before proposal receipt date.

2. PROPOSAL DUE DATE

Proposal due date information is identified in block 8 on the SF 1449 and/or as amended on the SF 30. Refer to these documents for date and time of proposal submission.

3. PRE-PROPOSAL CONFERENCE

There is no pre-proposal conference scheduled at this time.

4. SITE VISIT

There is no site visit scheduled at this time.

5. PROPOSAL DELIVERY LOCATION

Proposals shall be delivered to the following address and clearly marked with the RFP number on the outside of the package:

NAVFAC Southwest
Attn: Christine Reyes, ACQ10.CR
1220 Pacific Highway, Bldg 127
San Diego, CA 92132-5190

6. PERIOD OF ACCEPTANCE OF OFFERS

The Offeror agrees to hold its offer firm for a period of 90 days from proposal due date, including its offer to perform Proposed Task Order (PTO) 0001. Note that the Basic contract may be awarded separately, prior to any award of PTO 0001.

7. POINTS OF CONTACT

All correspondence concerning this Contract shall be addressed to the following:

Contractual POC:

Public Work Contracts Core
Attn: Christine Reyes, ACQ10.CR
1220 Pacific Highway, Bldg 127

Technical POC:

Public Works Business Line Core
Attn: Steven De Frates
1220 Pacific Highway, Bldg 110

San Diego, CA 92132-5190
Office: (619) 532-3769
E-mail: christine.reyes@navy.mil

San Diego, CA 92132-5190
Office: (619) 532-4281
E-Mail: steven.defrates@navy.mil

SCHEDULE OF SUPPLIES/SERVICES

1. **EXHIBIT LINE ITEM NUMBERS (ELINS) AND UNIT PRICES:** See FAR Clause 52.212-2, for price proposal submission requirements for Section J-0200000-7, Exhibit Line Item Numbers (ELINS) Base year and 2 options. Offerors shall enter unit prices and total amounts for each ELIN in the Base Year and for each Option Period. The Government will exercise option periods unilaterally in accordance with FAC Clause 5252.217-9301 "Option to Extend the Term of the Contract – Services (Jun 1994)". In the event there is a difference between a unit price and the extended total amount of the paper copy price proposal, the unit price will be held to be the intended price and the total amount of the ELIN will be recomputed accordingly. If the Offeror provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended price.
2. **INCORPORATION OF TECHNICAL PROPOSAL:** The Offeror's technical proposal and any revisions or modifications made thereto in accordance with the contract solicitation, 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 proposal. 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: (1) the contract (excluding the technical proposal), and then (2) the technical proposal.
3. **PARTNERING REQUIREMENTS:** See Annex 0200000, Section 2.3.3 for partnering requirements.
4. **GOVERNMENT PURCHASE CARD:** IDIQ work may be ordered at the prices offered, in two ways: 1) by the issuing activity using a SF Form 1449 "Order for Supplies and Services", or 2) by an authorized Government user via a Government Purchase Card (GPC). When receiving GPC orders against ELINs the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.
5. **CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (DOD EMALL):** The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the services at the offered price without additional markup or handling fee.

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

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

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

6. DATABASE REGISTRATION

a. SAM: In accordance with FAR Class Deviation - 2012-O0015, except for awards where the Government-wide purchase card (GPC) is used as the method of payment, Contracting Officers shall include the FAR Clause 52.204-7, System for Award Management (Dec 2012), in all acquisitions. See full clause in Section I.

All contractors must be registered in the SAM database prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement, in order to be eligible to receive an award. SAM is the primary registrant database for the U.S. Federal Government. SAM combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM includes the functionality from the following systems:

- * Central Contractor Registry (CCR)
- * Federal Agency Registration (FedReg)
- * Online Representations and Certifications Application (ORCA)
- * Excluded Parties List System (EPLS)

SAM 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 SAM home page at: www.sam.gov.

b. VETS-4212: The U.S. Department of Labor Veterans' Employment and Training service (VETS) and Office of Federal Contractor Compliance Programs (OFCCP) has supported affirmative action's to employ and advance in employment, "covered veterans" since 2008. As legislatively mandated under 38 U.S. Code, Section 4212, codified at 41 CFR Section 61-300, respectively, contractors and subcontractors who enter into, or modify a contract or subcontract with the federal government, and whose contract meets the criteria set forth in the above legislation/regulations, are required to report annually on their affirmative action efforts in employing veterans. VETS has a legislative requirement to collect, and make available to OFCCP, reported data contained on the VETS-4212 report for compliance enforcement. On-line registration instructions can be accessed from the VETS-4212 home page at <http://www.dol.gov/vets/vets4212.htm>.

c. 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 2013) in Section I. On-line registration and instructions can be accessed from the Federal Funding Accountability and Transparency Act (FFATA) homepage at: <https://www.fdrs.gov/>.

TASK ORDER ISSUANCE PROCEDURES

a. When the Government requires work under the contract, a Request for Quote (RFQ) or Request for Proposal (RFP) will be issued. The RFP will normally be issued electronically by email, but may be placed via mail, telephone, facsimile or other electronic means.

b. Orders will be placed on a Standard Form (SF) 1449.

c. Modifications to Task Orders will be issued on a Standard Form (SF) 30.

d. Performance-based acquisition methods will be used to the maximum extent practicable.

e. Individual orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract.

SOURCE SELECTION EVALUATION CRITERIA

1. EVALUATION

In accordance with FAR Clause 52.212-2, Evaluation – Commercial Items (Oct 2014), the Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Factor 1 – Recent, Relevant Experience of the Firm
- Factor 2 – Past Performance on Recent, Relevant Projects
- Factor 3 – Safety

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

(2) The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

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

(4) All Evaluation Factors (Technical and past performance), when combined, are approximately equal to cost or price.

2. EVALUATION OF OPTIONS

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

3. 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 shall be hand delivered to the Contracting Officer or mailed to the address stated in this RFP.

(c) If requested, the following information shall 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.

4. BASIS FOR AWARD

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

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

3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

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

5. ADJECTIVAL RATINGS/DESCRIPTIONS

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

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

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

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

The evaluation report must document the evaluation board’s assessment of the identified weakness(es) and the associated risk to successful contract performance resulting from the weakness(es). This assessment must provide the rationale for proceeding to award without discussions.

Table B - Definitions	
Strength	An aspect of an offeror’s proposal that has merit or exceeds specified performance or capability requirements.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

6. FACTORS

The solicitation requires the evaluation of price and the following non-cost/price factors:

- TAB #1, Factor 1 – Recent, Relevant Experience of the Firm Project Data Sheet (Exhibit A)
- TAB #2, Factor 2 – Past Performance on Recent, Relevant Projects (Exhibit B)
- TAB #3, Factor 3 – Safety (Exhibit C)

The distinction between the experience factor and the past performance factor is experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work

covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

7. BASIS OF EVALUATION & SUBMITTAL REQUIREMENTS FOR EACH FACTOR

Proposals submitted in response to this solicitation shall be formatted as follows, in the number of copies stated:

Submit original and four (4) copies of the Price Proposal and Technical Proposal. The proposal shall be submitted in two separate volumes (Volume 1- Price and Volume 2-Technical) with content as specified below:

(a) Price (Volume 1 – Submit original & four (4) copies)

(1) Solicitation Submittal Requirements: Submit original and four (4) copies. The price proposals will be evaluated to determine that proposed prices are reasonable, realistic, balanced, and complete. Price proposal shall be submitted in separate binders from the Technical Proposal, and clearly marked “Volume 1 – Price Proposal.” Include a separate tab for each item shown below:

TAB #1: Cover Letter, and Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (offeror to complete blocks 12, 17, 23, 24, and 30a thru 30c). Include telephone number, facsimile number, email address, Tax Identification Number (TIN), DUNS Number, Cage Code on the SF 1449, in block 17a. Include the following on the cover letter:

- Solicitation Number N62473-16-R-1005.
- Name, address, telephone, fax, and email address of Offeror.
- Point(s) of contact with title, telephone, fax, email address of person(s) authorized to negotiate on the Offeror’s behalf with the Government in connection with this solicitation.
- The cover letter signed by an authorized representative.

TAB #2: Exhibit Line Item Number (ELIN) Pricing: Complete a paper copy of Exhibit Line Item Number (ELIN) Pricing, Section J, Attachment J-0200000-07, and an electronic version on a CD-ROM using Excel worksheets posted online at the following website: <https://www.neco.navy.mil/> and/or <http://www.fbo.gov>. Electronic version must be compatible with Microsoft Office 2010. Leave all excel formulas in the spreadsheet.

TAB #3: Completed Exhibit D, Financial Questionnaire from banking institution.

TAB #4: Copy of the Online Representations and Certifications from the System for Award Management, at the following website: www.sam.gov, including all completed applicable sections of the FAR Clause 52.212-3, Offeror Representations and Certifications – Commercial Items (Mar 2015).

TAB #5: If Offeror is proposing as a joint venture and/or mentor-protégé, Offeror shall provide a copy of the joint venture agreement and if JV is a mentor-protégé, a copy of the relevant mentor-protégé agreement approved by the Small Business Administration.

(2) Basis of Evaluation: The Government will evaluate price based on the total price, all IDIQ. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (Jul 1990) in the solicitation. In accordance with FAR 52.217-5, evaluation of

options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

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

(3) A price that is found to be either unreasonably high or unrealistically low in relation to the proposed work may result in the overall proposal being considered unacceptable. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an apparently unbalanced/ inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price reasonableness rests solely with the offeror. Price realism analysis will address whether prices are realistic in relation to the work to be performed, reflect a clear understanding of the requirements, and are consistent with other portions of the offeror's proposal. Proposals will be analyzed for unbalanced pricing; an offer may be rejected if the Contracting Officer determines that a lack of balanced pricing poses an unacceptable risk to the Government.

(b) Non-cost/price Factors (Volume 2 – Submit original & four (4) copies)

(1) Solicitation Submittal Requirements: Submit original & four (4) copies, plus one CD (with documents in Microsoft Word). Technical proposal copies shall be submitted in three ring binders separate from price proposals, and clearly marked: "Volume 2 – Technical Proposal." The technical proposal shall address each evaluation Factor in accordance with the criteria shown below under Factors 1 through 3. Provide a separate tab within Volume 2 for each factor shown below:

- TAB #1, Factor 1 – Recent, Relevant Experience of the Firm Project Data Sheet (Exhibit A)
- TAB #2, Factor 2 – Past Performance on Recent, Relevant Projects (Exhibit B)
- TAB #3, Factor 3 – Safety (Exhibit C)

(2) A copy of the Technical Proposal shall be placed on one (1) CD-ROM and inserted in the original Technical Proposal Binder - Volume 2.

(3) Failure to acknowledge any "material" amendments to the solicitation may cause an offeror's proposal to be rejected as unacceptable.

TAB #1, Factor 1 – Recent, Relevant Experience of the Firm:

(1) Solicitation Submittal Requirements: The Offeror shall provide the following for evaluation under Tab #1 of the Technical Proposal Volume 2 on Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets for each project. The attached Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheet, Exhibit A, is MANDATORY and SHALL be used to submit project information. The Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total page limit for each project data sheet shall not exceed three single-sided pages.

(a) Submit a minimum of two (2) projects and a maximum of five (5) projects of the Offeror, that best describes your experience on related projects that are similar in size, scope and complexity to the solicitation.

(b) Project experience is defined as a project performed under a single task order or commercial contract/project. For multiple award contracts and Indefinite Delivery/Indefinite Quantity (IDIQ) type contracts, the contract as a whole shall not be submitted as a project; rather Offeror shall submit the work performed under a task order project.

(c) For purposes of this evaluation, a relevant project is further defined as a government or commercial contract/project or task order that is performed by the offeror (as prime contractor or subcontractor), the period of performance is at least 100% complete within five years prior to the proposal due date of this solicitation. Projects shall be for services related to vehicle bodywork and painting services similar to the services described in the solicitation technical annexes.

(d) The Government will not consider any project submitted for experience that was performed by a firm other than the Offeror, except that:

1) The Government will consider otherwise relevant projects performed by a member of a Joint Venture (JV) Offeror, provided the JV Offeror's proposal includes a copy of the supporting JV agreement identifying the firm in question as a member of the JV for this procurement in the Price Proposal under Tab #5;

2) The Government will consider otherwise relevant projects that were performed by the Offeror's proposed key personnel; however, experience of proposed subcontractor employees, key or otherwise, will not be considered; and,

3) The Government will consider otherwise relevant projects performed by affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1449), provided the proposal clearly demonstrates that the affiliate/subsidiary/parent/ LLC/LTD firm will have meaningful involvement in the performance of this contract. Regarding any such submitted project, if the Offeror fails to demonstrate the affiliate/subsidiary/parent/ LLC/LTD firm's meaningful involvement in the performance of this contract, the project may not be considered relevant and may not be evaluated. The Government will not consider the experience of proposed subcontractors.

Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets submitted that exceed the maximum, three single-sided page limit will be removed prior to evaluation.

Exhibit A Offeror Recent, Relevant Experience of Firm Project Data Sheets submitted that exceed the maximum 5 "projects" allowed for consideration will be removed prior to evaluation.

Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets submitted that are not at least 100% completed within five-years prior to the proposal due date will be removed prior to evaluation.

Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets submitted for evaluation that are not related to vehicle bodywork and painting services, similar to the services described in the solicitation technical annexes will be removed prior to evaluation.

Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets submitted for an affiliate, subsidiary, parent, or LCC/LTD company, or branch office of the company identified in the SF 1449 that do not clearly explain how they will participate in this contract will be removed prior to evaluation.

Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets submitted for Offeror's proposed subcontractor(s) will be removed prior to evaluation.

(2) Basis of Evaluation: The basis of evaluation will include the Offeror's demonstrated experience in performing vehicle bodywork and painting services as defined in the solicitation technical annexes. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the solicitation.

(a) Offeror's who fail to submit at least two (2) relevant projects that were self-performed as prime contractor, 100% complete within the last five (5) years will be rated unacceptable.

(b) Offeror's that fail to submit projects on the mandatory Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets will be rated unacceptable.

(c) Offeror's that fail to properly complete Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheet and does not provide all requested data, a point of contact that is accessible, or a correct current phone number will be rated unacceptable (the Government may contact references for the submitted projects to verify information presented in Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets).

(d) If an Offeror is utilizing experience information of affiliates/subsidiaries/ parent/LLC/LTD member companies (name is not exactly as stated on the SF1449), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD firms will have meaningful involvement in the performance of this contract. Regarding any such submitted project, if the Offeror fails to demonstrate the affiliate/subsidiary/parent/LLC/LTD firm's meaningful involvement in the performance of this contract, the project will not be considered relevant and will not be evaluated.

(e) The Offeror may not utilize experience of a subcontractor to demonstrate experience under this evaluation factor.

*Self-Perform: Refers to performing relevant services work in-house without subcontractors. This does not include administrative or management functions. Relevant service work is that which is the same or similar to the work that may be ordered under this contract.

TAB #2, Factor 2 – Past Performance on Recent, Relevant Projects:

(1) Solicitation Submittal Requirements: The Offeror shall provide the following for evaluation under TAB #2 of the Technical Proposal Volume 2:

(a) If a completed CPARS evaluation is available, submit a copy with the proposal. If there is not a completed CPARS evaluation, the Exhibit B, Past Performance Questionnaire (PPQ) included in the solicitation is provided for the Offeror to submit to the client for each project the Offeror includes in its proposal for Factor 1, Recent, Relevant Experience of the Firm. Offeror should not submit a Exhibit B, Past Performance Questionnaire (PPQ) when a completed CPARS is available.

(b) If a CPARS evaluation is not available, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Exhibit B, Past Performance Questionnaires (PPQ) should be submitted with your proposal. If the Offeror is unable to obtain a completed Exhibit B, Past Performance Questionnaire (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 Exhibit B, Past Performance

Questionnaire (PPQ), which will provide contract and client information for the respective project(s). However, 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 prior to proposal closing date:

Christine Reyes, Contract Specialist
Phone number: (619) 532-3769

(c) Send PPQs to FAX number: (619) 532-3358 or by mail to the following address:

NAVFAC SW PW Core
1220 Pacific Highway, B-127, Room 115
Attn: Christine Reyes, ACQ2.CR
San Diego, CA 92132

(d) Offerors shall NOT incorporate by reference into their proposal Exhibit B, Past Performance Questionnaires (PPQ) or CPARs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted Exhibit B, Past Performance Questionnaire (PPQ) information in the past performance evaluation.

(e) Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Recent, Relevant Experience of Firm.

(f) Offerors may also address any adverse past performance issues. Explanations shall not exceed one (1) double-sided page (or two (2) single-sided pages) in total.

(g) The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

(h) Performance award or additional information submitted will not be considered.

(2) Basis of Evaluation: This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 Recent, Relevant Experience of Firm, and past performance on other projects that are at least 100% completed within five (5) years prior to the proposal due date of this solicitation, currently documented in known sources.

(a) In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. 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 Contractors who are part of a joint venture 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.

(b) The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the RFP.

(c) Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive an Acceptable rating.

TAB #3, Factor 3 – Safety:

(1) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.) The attached Exhibit C, Safety Data & Narrative Sheet is mandatory and shall be used to submit safety information. Any Offeror that fails to use Exhibit C, Safety Data & Narrative Sheet, will be given an unacceptable rating.

(a) Experience Modification Rate (EMR): For 2015, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why.

(b) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For 2015, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element.

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

(2) Basis of Evaluation: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement.

The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

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

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

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history

of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates.

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

(4) **Evaluation Ratings:**

Acceptable – An Offeror’s 2015 DART rate and EMR rate are very low risk, low risk, or moderate risk and technical approach to safety demonstrates a commitment to hire subcontractors with a culture of safety and who proposes innovative methods to enhance a safe working environment will be rated acceptable.

Unacceptable – An Offeror’s 2015 DART and EMR rate are evaluated as high risk or extremely high risk and/or technical approach to safety incomplete or not addressed will be rated unacceptable.

8. ATTACHMENTS

Exhibit A – Offeror Recent, Relevant Experience of Firm Project Data Sheets

Exhibit B – NAVFAC/USACE Past Performance Questionnaire (Form PPQ)

Exhibit C – Safety Data & Narrative Sheet

Exhibit D – Financial Questionnaire

Exhibit E – Request for Information (RFI)

EXHIBIT A
RECENT, RELEVANT EXPERIENCE OF FIRM PROJECT DATA SHEET
SOLICITATION NUMBER N62473-16-R-1005

This form is to be completed by the Offeror. Use this form (one per project) to provide supporting project information for Factor 1, Recent, Relevant Experience of Firm. Offeror may submit a minimum of 2 and a maximum of 5 projects. Total page limit for each project shall NOT exceed 3 single-sided pages. For multiple award and indefinite delivery/indefinite quantity (IDIQ) type contracts, the contract as a whole shall NOT be submitted as a project; rather offeror's shall submit the work performed under a task order as a project. Projects submitted shall have been 100% completed within the last 5 years prior to the proposal due date.

1. Offeror Name: _____ JV Partner Name: _____ (if applicable)

2. Contract Number: _____ Delivery/Task Order Number: _____
 Project Title: _____
 Project Location: _____

3. Award Date (mm/dd/yy): _____
 Completion Date (mm/dd/yy): _____
 Project is _____% complete

4. Award Amount (including all options) :
 \$ _____
 Amount billed/invoiced: \$ _____
 Final Contract Price (including all options):
 \$ _____
 If the Final contract price above is: subcontract price
 Provide total project price: \$ _____

5. Type of Contract (check one): FFP MASC IDIQ BOS CONTRACT OTHER

6. This project was Performance Based YES NO

7. Customer/Owner Name: _____
 Point of Contact Name/Title: (person with project knowledge) _____
 POC Phone Number: _____ POC Email Address: _____

8. Name of Firm that Performed the Work: _____
 This firm performed the work as (check one): Prime Contractor Subcontractor*

*provide the name of the prime contractor: _____

If the firm who performed this project differs from the Offeror submitting a proposal under this solicitation, identify the relationship to the Offeror below:

Key Personnel** Subsidiary Satellite Office Parent Company Predecessor Company

9. If this project was performed by Offeror key personnel, identify the name of the individual, name of firm they worked for, and describe their involvement on this project:

10. If this project was performed by Offeror key personnel, affiliates/subsidiaries/parent/LLC/LTD member companies, provide a detailed explanation how this office/person will participate in this contract.

11. Percentage of work firm self-performed (see “self-perform” definition) on this project: _____%
Provide detailed description of what work your firm self-performed on this project. If performed as subcontractor, provide a detailed description of what work your firm self-performed as a subcontractor on this project.

Note: Form may be expanded.

EXHIBIT B

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE

1. Exhibit B, Past Performance Questionnaire (PPQ) shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).

2. Solicitation Submittal Requirements:

a. IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Exhibit B, Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

b. IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the Exhibit B, Past Performance Questionnaire (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, Christine Reyes, via email at christine.reyes@navy.mil, prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.”

EXHIBIT B

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

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

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other
(Explain)

Percent of project work performed:
If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

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

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

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

4. Project Description:

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

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:
Title:
Phone Number:
Email Address:

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

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

8. Client's Signature:

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

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.

(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

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

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

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

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

disciplines	N				
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E N	VG	S	M	U
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E N	VG	S	M	U
5. COST/FINANCIAL MANAGEMENT					
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E N	VG	S	M	U

Contractor Information (Firm Name): _____

Client Information (Name): _____

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

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

EXHIBIT C
SAFETY DATA & NARRATIVE SHEET
SOLICITATION NO: N62473-16-R-1005

This form is to be completed by the Offeror. Use this form to provide safety information for the Safety factor. EMR and DART rates shall not be submitted for subcontractors.

Joint Venture (JV): Provide a safety Data Sheet for each contractor who is part of the JV; however, only one safety narrative is required.

1. Offeror Name:

Name of Joint Venture partner providing the information below (if applicable):

Offeror's Previous Year of Reported Safety Data:

Only complete year safety data will be considered. Indicate data rates as decimal figures, not whole numbers. NOTE: Blank entries will be considered non-responsive. If you have no established rates, annotate block with "see narrative below."

2. Experience Modification Rate (EMR)	2015	

3a. Explanation of any extenuating circumstances resulting in any EMR greater than 1.0 and address any corrective action(s) taken:

3b. If you do not have an EMR, state so here and explain why:

4. Insurance Carrier Information:

Insurance Carrier Name:
 Agent's name:
 Phone Number:

5. U.S. Dept. of Labor, OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate*	2015	
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**Submit a completed copy of U.S. Dept. of Labor, [OSHA Form 300A](#) (Summary of Work-Related Injuries and Illnesses), latest version. This information is required regardless of number of employees in the company.*

6a. Explain any extenuating circumstances resulting in any DART rates 3.0 or greater and address any corrective action(s) taken:

6b. If you do not have a DART rate, state so here and explain why:

EXHIBIT C
SAFETY DATA & NARRATIVE SHEET
SOLICITATION NO: N62473-16-R-1005

7. Provide the Technical Approach for Safety using this form. The Technical Approach for Safety Narrative shall not exceed two (2) single-sided pages (or one (1) double-sided page). Any additional pages will not be considered.

Technical Approach for Safety:

7a. Describe the plan the Offeror will implement to evaluate the safety program and performance of potential subcontractors:

7b. Describe the plan to monitor subcontractor worksite safety:

7c. Describe any innovative methods the Offeror will employ that may enhance worksite safety for this procurement:

Note: Form may be expanded.

EXHIBIT D
FINANCIAL QUESTIONNAIRE
SOLICITATION NO: N62473-16-R-1005

(To be completed by Financial Institution and submitted by Offeror)

NAVFAC Southwest, San Diego, California is currently considering award of a Navy contract to this firm. Prior to award, the Navy requests the financial information listed below with regard to this firm. In order to be responsive to the Navy's needs, it is requested that you complete this financial questionnaire with regard to this firm. Upon completion of the questionnaire it is requested that you place the completed questionnaire in a sealed envelope showing the return address of the financial institution and forward it to the Offeror shown below. The requested information must be received by the contractor no later than _____

Prospective Contractor for which information is being requested:

Name: _____
Address: _____
City/State/Zip: _____
Phone Number: _____
Point of Contact: _____

Signature of Prospective Contractor or Contractor Representative Requesting Financial Information

Name of Financial Institution: _____
Address: _____
Phone Number: _____
Account Number: _____
Type of Account: _____
Average Balance Figure: _____
Does the Contractor have a line of credit? Yes No

What is the limitation? _____ Remaining balance: _____

What is the Contractor's relationship with the bank:
 Outstanding Satisfactory Other (explain): _____

How long has the Contractor been a client? _____

Signature of person providing the above information

Print Name and Title of person providing the above information

Please provide any additional comments that may help determine the business and financial reputation and integrity of the prospective contractor on a separate sheet.

EXHIBIT E
REQUEST FOR INFORMATION
SOLICITATION NO: N62473-16-R-1005

The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date shown in the solicitation. Please submit questions to Christine Reyes, by email: christine.reyes@navy.mil, or by fax at (619)532-3358.

FIRM NAME: _____

POC: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

Question is regarding:

Section of the Request for Proposal: _____

Paragraph: _____

Page number: _____

QUESTION:

End of Section

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) at Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Air Ground Combat Center, 29 Palms, CA; Marine Corps Logistics Base, Barstow, CA; Marine Corps Recruit Depot, San Diego, CA; Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and Marine Corps Air Station, Yuma, AZ under an indefinite delivery indefinite quantity (IDIQ) performance based contract that is comprised of both recurring and non-recurring work items.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff (N/A) Annex 4 Public Safety (N/A) Annex 5 Air Operations (N/A) Annex 6 Port Operations (N/A) Annex 7 Ordnance (N/A) Annex 8 Range Operations (N/A) Annex 9 Health Care Support (N/A) Annex 10 Supply (N/A) Annex 11 Personnel Support (N/A) Annex 12 Morale, Welfare and Recreation Support (N/A) Annex 13 Galley (N/A) Annex 14 Housing (N/A) Annex 15 Facilities Support (N/A) Annex 16 Utilities (N/A) Annex 17 Base Support Vehicles and Equipment Annex 18 Environmental (N/A)</p>
1.2	Project Location	<p>The work shall be performed at the following locations:</p> <p>Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Air Ground Combat Center, 29 Palms, CA; Marine Corps Logistics Base, Barstow, CA; Marine Corps Recruit Depot, San Diego, CA; Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and Marine Corps Air Station, Yuma</p>

0100000 – General Information

Spec Item	Title	Description
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional Base Support Vehicle and Equipment (BSVE) services at additional locations in addition to the services and locations identified in the recurring work requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	Southwest Region Fleet Transportation (SWRFT) is responsible for the management, readiness, and operational support of vehicles powered with gasoline/natural gas/diesel/electric/other fuel engines, engine accessories, power transmission systems, and other parts of light/medium/heavy trucks, trailers, buses, and similar equipment.
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	The climate pattern will vary from base to base because of the large footprint of this contract.
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:

0100000 – General Information		
Spec Item	Title	Description
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Recurring Work requirements. Specification item 4 will always contain the Non-recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 4 of Annex 17.</p>
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

End of Section

ANNEX 0200000

0200000 – Management and Administration	
Table of Contents	
Spec Item	Title
2	Management and Administration
2.1	Definitions and Acronyms
2.2	General Information
2.2.1	Government Regular Working Hours
2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
2.2.2	Wage Determinations
2.2.3	Requirements Hierarchy
2.3	General Administrative Requirements
2.3.1	Required Conferences and Meetings
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment
2.3.3	Partnering
2.3.3.1	Informal Partnering
2.3.3.2	Contract Partnering Administration
2.3.3.3	Contract Partnering Session Attendees
2.3.4	Permits and Licenses
2.3.5	Insurance
2.3.5.1	Certificate of Insurance
2.3.5.2	Minimum Insurance Amounts
2.3.6	Protection of Government Property
2.3.7	Government Information Technology (IT) System
2.3.8	Directives, Instructions, and References
2.3.9	Invoicing Procedures
2.3.10	Forms
2.4	Government-Furnished Property, Materials and Services
2.4.1	Government-Furnished Facilities (GFF)
2.4.2	Government-Furnished Utilities
2.4.3	Government-Furnished Materials (GFM)
2.4.4	Government-Furnished Equipment (GFE)
2.4.5	Government-Furnished Services (GFS)
2.5	Contractor-Furnished Items
2.6	Management
2.6.1	Work Reception
2.6.2	Work Control
2.6.3	Work Schedule
2.6.4	Deliverables
2.6.5	Service Interruptions
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)
2.6.7	Quality Management System (QMS)
2.6.7.1	Quality Management (QM) Plan
2.6.7.2	Quality Inspection and Surveillance
2.6.7.3	Quality Inspection and Surveillance Report
2.6.8	Property Management Plan
2.6.9	System and Equipment Replacement
2.7	Personnel Requirements

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

Spec Item	Title
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)
2.7.1.2	Quality Manager
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.1.4	Environmental/Energy Manager
2.7.2	Employee Requirements
2.7.2.1	Employee Certification and Training
2.7.2.2	Employee Appearance
2.7.2.3	Employee Conduct
2.7.2.4	Identification as Contractor Employee
2.7.2.5	Removal of Employees
2.7.2.6	Proof of Legal Residency
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.3	Passes and Badges
2.8.4	Access to Installation
2.8.4.1	NCACS Program
2.8.4.2	One-Day Passes
2.8.5	Access to Buildings
2.8.6	Access Arrangements
2.8.6.1	Escort Arrangement for Secured Areas
2.8.7	Security Clearances
2.8.8	Access to Sensitive Unclassified Information
2.8.9	Employee Status
2.9	Contractor Safety Program
2.9.1	Accident Prevention Plan (APP)
2.9.2	Activity Hazard Analysis (AHA)
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans
2.9.3.1	Alcohol and Drug Abuse Prevention Plan
2.9.3.2	Chemical Hazard Communication Program
2.9.3.3	Confined Space Program
2.9.3.4	Critical Lift Plan
2.9.3.5	Fall Prevention and Protection Plan
2.9.4	Crane Operations
2.9.4.1	Crane Inspections
2.9.4.2	Rigging Gear
2.9.4.3	Crane Operators
2.9.5	Accident and Damage Reporting
2.9.5.1	Accident Reporting and Notification Criteria
2.9.6	Fire Protection
2.9.7	Monthly On-Site Labor Report
2.9.8	OSHA Citations and Violations
2.9.9	Safety Inspections and Monitoring
2.9.10	Safety Certification
2.9.11	Safety Apparel on Jobsites
2.9.12	Emergency Medical Treatment
2.10	Environmental Management and Sustainability

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

Spec Item	Title
2.10.1	Energy Management Program
2.10.1.1	Water Conservation Plan
2.10.1.2	Energy Efficient Products
2.10.2	Environmental Protection
2.10.2.1	ODS Requirements for Refrigerant Recycling
2.10.2.2	Non-Hazardous Waste Disposal
2.10.2.3	Hazardous Waste Disposal
2.10.2.4	Spill Prevention, Containment, and Clean-up
2.10.2.5	Hazardous Material Management
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.7	Noise Control
2.10.2.8	Salvage
2.10.2.9	Asbestos Containing Material (ACM)
2.10.3	Sustainable Procurement and Practices
2.10.3.1	Environmentally Preferable Products
2.10.3.2	Use of Recovered Materials
2.10.3.3	Use of Biobased Products
2.11	Disaster Preparedness
2.12	Technical Library
2.13	Warranty Management
2.14	Recurring Work Procedures
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)
2.14.3	Common Output Level Standards (COLS) Options
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services
2.14.3.2	Option to Change COLS at Contract Award
2.14.3.3	Option to Change COLS at Exercise of an Option Period
2.15	Non-recurring Work
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)
2.15.2.1	Non-recurring Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Material and Equipment Requirements
2.15.2.2	Issuance of Final Task Order
2.15.3	Non-recurring ELINS

0200000 - Management and Administration		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as shown in Section F.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President * Project Manager * Quality Manager Site Safety and Health Officer</p>
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.</p>
2.3.5	Insurance	<p>The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers Other as required by state law
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	N/A
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.9	Invoicing Procedures	Refer to clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012) for invoicing instructions. Refer to Invoice Form in J-0200000-04 for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05.
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, equipment and services for use in connection with this contract as stated below. A list of Government Furnished Property, Materials, and Services is provided in J-0200000-06.
2.4.1	Government-Furnished Facilities (GFF)	No GFF will be provided.
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may

0200000 - Management and Administration		
Spec Item	Title	Description
		be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	No GFM will be provided.
2.4.4	Government-Furnished Equipment (GFE)	No GFE will be provided.
2.4.5	Government-Furnished Services (GFS)	No GFS will be provided.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders 24 hours a day 7 days a week, including holidays and provide a point of contact at a local or toll free number.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F.</p> <p>Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p>
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	N/A
2.6.7	Quality Management System (QMS)	<p>The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> • Accurate documentation of work processes, procedures, and output measures. • A systematic procedure for assessing compliance with performance objectives and standards. • Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. <p>Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</p>
2.6.7.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Policy and objectives of Quality Management System (QMS) • Quality organization <ul style="list-style-type: none"> ○ List of personnel ○ Responsibilities & lines of authority ○ Training and qualifications • Approach to assuring quality of services provided and conformance with performance objectives and standards • Methods and procedures for effective planning, operation and control of processes and performance of work • Procedures for inspection and surveillance of services <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> • Communication with government (customers)
2.6.7.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor's Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.8	Property Management Plan	The Contractor shall establish and maintain a plan that meets the contract clause requirements of Specification Item 2.4, Government-Furnished Property, Materials and Services, of this Annex. This plan shall identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession. The Property Management Plan shall be submitted per Section F.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. 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.

0200000 - Management and Administration		
Spec Item	Title	Description
		The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate who shall be on-site within during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.1.4	Environmental/Energy Manager	The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished per Section F.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil.</p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil .
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.
2.8.4.1	NCACS Program	NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by

0200000 - Management and Administration		
Spec Item	Title	Description
		calling 1-877-727-4342.
2.8.4.2	One-Day Passes	Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact. The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a National Agency Check Investigation (NACI) to verify their suitability. If the Contractor personnel currently have a favorably adjudicated NACI the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS). The Contractor shall request from the Government for access to the E-QIP

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Direct program for the Contractor employees to complete the SF-85 form on line for an NACI. The Security Manager will determine suitability. Upon a favorable NACI, the Contractor personnel shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements, applicant fingerprint card (FD87), and an OF-306 Declaration for Federal Employment per Section F. The Contractor shall be responsible for providing the fingerprint card.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	<p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.</p>
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 3.k. of Appendix A of EM 385-1-1.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.2	Activity Hazard Analysis (AHA)	The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> • For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. • For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. <p>The Contractor shall follow the Risk Management Process for the development of Activity Hazard Analysis (AHA) in accordance with paragraph 01.A.14 and Appendix A of EM 385-1-1. A formatted outline of an AHA is provided in Figure 1-2 of EM 385-1-1.</p> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.</p>
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.3.3	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100 and any other Federal, state and local regulatory standards.
2.9.3.4	Critical Lift Plan	The Contractor shall develop a critical lift plan to explain how it will conduct lifts for any of the following conditions: 1) Lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>radius of lift;</p> <p>2) Lifts involving more than one crane , hoist, or LHE</p> <p>3) Lifts of personnel;</p> <p>4) Lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks</p> <p>5) Lifts involving hazardous materials (e.g., explosives, highly volatile substances);</p> <p>6) Lifts where the center of gravity could change;</p> <p>7) Lifts without the use of outriggers using rubber tire load charts;</p> <p>8) Lifts using more than one hoist on the same crane, hoist, or LHE;</p> <p>9) Lifts involving Multiple Lift Rigging (MLR) Assemblies or other non-routine or technically difficult rigging arrangements;</p> <p>10) Lifts involving submerged loads. Exception: lifts that were engineered to travel in guided slots throughout the lift and have fixed rigging and/or lifting beams, i.e., intake gates, tailgates/logs);</p> <p>11) Lifts out of the operator's view. (Exception: if hand signals used by a signal person in view of the operator or radio communications are available and in use, load does not exceed two tons AND is determined a routine lift by the lift super.)</p> <p>The critical lift plan shall include elements addressed in paragraph 16.H of EM 385-1-1, paragraph 1.7.2 of NAVFAC P-307, and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.</p> <p>The Contractor shall complete and maintain a copy of the Crane Operating Checklist For Critical Lifts, provided within the Forms in J-0200000-05, for each lift.</p>
2.9.3.5	Fall Prevention and Protection Plan	<p>The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.D of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. The fall prevention and protection plan shall include a Rescue and Evacuation Plan in accordance with EM 385-1-1, Section 21.N. A competent person for fall protection shall prepare and sign the plan.</p>
2.9.4	Crane Operations	<p>All operations of Cranes, Multi-Purpose Machines and Material Handling Equipment shall comply with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>The Contractor shall comply with paragraph 1.7.2 of NAVFAC P-307 and notify the Contracting Officer at least 24 hours prior to bringing any crane (including delivery vehicles with crane boom attachments), multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads on board a Navy Installation. Written documentation of the last weight test of the crane and all related weight handling equipment (e.g. attachments, rigging gear, etc.) shall be maintained on site.</p> <p>A joint verification with the Government representative must be performed to ensure that a legible and indelible completed copy of Appendix P, Figure P-1 of NAVFAC P-307 is maintained on the crane, multi-purpose machine, and material handling equipment or construction equipment used in a crane-like application to lift suspended loads. The</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>following certification and testing documentation shall be on site prior to entry and use on any Navy Installation:</p> <ol style="list-style-type: none"> 1) Crane, multi-purpose machine, material handling equipment or construction equipment used in a crane-like application to lift suspended load certification 2) Load testing 3) Yearly, monthly and daily inspection logs 4) Rope/sling certifications 5) Operator certifications/designations 6) Designation of person performing log inspections 7) Cranes that are permanently located on a Navy Installation shall have a quarterly joint verification.
2.9.4.1	Crane Inspections	<p>The Contractor shall ensure all inspections are performed in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 (daily, monthly, quarterly, yearly), and retain the current documentation of inspections. Documents shall be kept on site. Daily pre-use inspections and testing shall be performed on all load hoisting and lowering mechanisms, boom hoisting and lowering mechanisms, swinging mechanisms, travel mechanisms (if to be used that day), and safety devices. Cranes that have to be re-rated shall be in accordance with SAE Recommended Practices, Crane Load Stability Test Code J765 and documentation maintained on site. The Contractor shall have an operational anti-two block device or a two-block damage prevention feature for all points of two blocking and a boom hoist disconnect, shutoff, or hydraulic relief to automatically stop the boom hoist when the boom reaches a predetermined high angle.</p>
2.9.4.2	Rigging Gear	<p>The Contractor shall ensure rigging gear and below the hook lifting devices and personnel comply with the following requirements:</p> <ol style="list-style-type: none"> 1) Personnel performing rigging shall have an understanding of all signs, notices, and operating instructions, and be familiar with the applicable hand signals prescribed by the ASME B30 standard for the type of crane in use. 2) Personnel performing rigging shall be familiar with the rigging requirements in EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926. 3) The Contractor shall inspect rigging gear in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 and paragraph 1.7.2 of NAVFAC P-307. Certification records shall be made available for review upon request.
2.9.4.3	Crane Operators	<p>Crane operators shall meet the personnel qualifications requirements in paragraph 16.B of EM 385-1-1 and paragraph 1.7.2 of NAVFAC P-307. For mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 2,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators).</p>
2.9.5	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-05.</p> <p>For any weight handling equipment accident (including rigging gear accidents) the Contractor shall conduct an accident investigation to establish the root cause(s) of the accident and comply with additional requirements and procedures for accidents in accordance with NAVFAC P-307, Section 12. The Contractor shall submit a WHE Accident Report (Crane and Rigging Gear) per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For a near miss involving crane or rigging operations, the Contractor shall report verbally to the Contracting Officer as soon as management becomes aware but not later than 4 hours of such event and comply with additional requirements and procedures for near-misses in accordance with NAVFAC P-307, Section 12. A near miss occurs when an accident was avoided by mere chance or when intervention prevented an ongoing sequence of events that would have resulted in an accident (e.g. unplanned encroachment, improper crane set-up, improperly rigged load, etc.). The Contractor shall submit a Crane and Rigging Gear Near Miss Report per Section F.</p>
2.9.5.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>length of the illness;</p> <p>2) Days away from work (any time lost after day of injury/illness onset);</p> <p>3) Restricted work;</p> <p>4) Transfer to another job;</p> <p>5) Medical treatment beyond first aid;</p> <p>6) Loss of consciousness; or</p> <p>7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</p> <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.6	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.7	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.8	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.9	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> • The site is safe and free of job-site hazards • Proper PPE is being utilized and worn. • Safe work practices and processes are being followed. • Workers are familiar with the hazards covered in the respective AHA for that work activity. • All equipment and tools are in good condition and being used safely.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.10	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.11	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.9.12	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> • Reduce purchase and use of toxic and hazardous materials; • Expand purchase of green products and services; increase recycling; • Reduce energy and water use; • Increase use of alternative fuels and renewable energy; • Integrate green building concepts in major renovations and new construction; • Prevent pollution at the source; and • Continual improvement.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Policy:</p> <ul style="list-style-type: none"> • Protect public health and the environment by being an environmentally responsible member of the community; • Preserve our natural, historic and cultural resources; • Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials; • Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities; • Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste; • Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations; • Enhance our program as we develop and implement an Environmental Management System; and • Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words. <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters

0200000 - Management and Administration		
Spec Item	Title	Description
		shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	<p>Technicians must be certified through an EPA approved program. Copies of the certifications shall be maintained at the employee's place of business and/or carried as a wallet card by the technician.</p> <p>Records are maintained for all refrigerant removal operations performed prior to small appliance or motor vehicle air condition appliance disposal. The recovery date, technician's name and a statement that all refrigerant that had not previously leaked was removed in accordance with 40 CFR 82 shall be included in the disposal records.</p> <p>Records kept for all refrigerant recovery operations/services performed on equipment that normally contains 50 pounds or more refrigerant will include the service date, service description, amount of refrigerant purchased, and amount of refrigerant added.</p> <p>Refrigerant leaks on equipment, which normally contain 50 pounds or more refrigerant, are repaired within 30 days of leak discovery. Leak repairs for equipment normally containing 50 pounds or more refrigerant are documented, including the date of leak discovery and date repaired, technician's name, amount of refrigerant vented, and amount purchased and added. Satisfactory leak repair verification tests are documented within 30 days of repair.</p> <p>Records detailing accidental venting of ODS are maintained; these records shall include as a minimum the date, type, location, amount vented, and reason for venting.</p> <p>Records detailing the type and amount of refrigerant purchases shall be kept.</p> <p>Only excess Class I ODS is to be returned to DLA and not private contractors (R-11, 12, 113, 114, 500, 502). All reclaimed class I refrigerant shall be stored in approved containers, made for the intended purpose and transported by the Contractor to the Defense Logistic Agency (DLA) at the following address:</p> <p style="text-align: center;">Defense Depot Richmond Va. (DDVA) SW0400 Cylinder Operations 8000 Jefferson Davis Highway Richmond, Virginia 23297-5000</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Once the Contractor has delivered the refrigerant to DLA in Richmond, the Contractor shall provide a Class I ODS Report per Section F.</p> <p>Contractor ODS records shall be available to the KO upon request.</p>
2.10.2.2	Non-Hazardous Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract shall be disposed of at appropriate off installation waste handling facilities.</p> <p>All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with base-wide instructions.</p>
2.10.2.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.2.4	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations, and with the Installation Spill Control Plan provided at the pre-performance conference at no additional cost to the Government.
2.10.2.5	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided at the pre-performance conference.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.8	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government.
2.10.2.9	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	Sustainable Procurement and Practices	<p>The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> • Recycled Contents Products • Energy/Water efficiency • Energy Efficient Tools and Equipment • Alternate Fuels and Alternate Fuel Vehicles • Biobased Products • Non-Ozone Depleting Products • Environmental Preferred Products and Services • Low/Non-Toxic and Hazardous Materials <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (<i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of 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.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction. The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	<p>Existing technical library contents, including facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material, will be furnished by the Government.</p> <p>The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract.</p>
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring	The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the

0200000 - Management and Administration		
Spec Item	Title	Description
	Work Limitations	Contractor shall notify the KO within two hours of identification for further direction. The Government may issue a task order in accordance with the non-recurring work portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)	N/A.
2.14.3	Common Output Level Standards (COLS) Options	The Contractor shall provide pricing for multiple COLS where indicated. The Government reserves the right to award options changing the specified COLS as detailed below.
2.15	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all non-recurring work quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring work proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required

0200000 - Management and Administration		
Spec Item	Title	Description
		scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work material fixed burden rate.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring work ELINS	Non-recurring Work ELINs are provided in J-0200000-07.

End of Section

ANNEX 1700000

1700000 – Base Support Vehicles and Equipment

Table of Contents

Spec Item	Title
1	General Information
1.1	Concept of Operations
2	Management and Administration
2.1	Definitions and Acronyms
2.2	Personnel
2.2.1	Certification, Training, and Licensing
2.3	Special Requirements
2.3.1	Safety
2.3.2	Fuel Efficient Acquisition
2.3.3	Audits and Inspections
2.3.4	General Maintenance and Repair Requirements
2.3.4.1	Established Priorities
2.3.4.2	Allowable Downtime Standards
2.3.4.3	Downtime Computation
2.3.4.4	Temporary Suspensions of Downtime Standards
2.3.4.5	Excessive Repairs
2.3.5	Labor Requirements
2.3.6	Fleet Size
2.4	References and Technical Documents
3	FFP Work
3.1	Operations
3.1.1	Billing Services
3.1.2	Taxi Service
3.1.3	Scheduled Shuttle and School Bus Service
3.1.4	WHE/MHE/ CESE Services
3.1.5	Railroad Operation
3.1.6	Fuel Delivery Service and Fuel Program Requirements
3.2	Support Services
3.2.1	Operator Testing and Licensing
3.2.2	Dispatching Service
3.2.3	Fuel Dispensing Facility
3.2.4	Vehicle Washing and Waxing
3.2.5	Non-Government Owned Leased Vehicles
3.2.5.1	GSA Leased Vehicles
3.2.5.2	Other Commercial Leased Vehicles
3.2.5.3	Received and/or Reassigned Vehicles and Equipment Services
3.3	Maintenance
3.3.1	Maintenance (Government-Owned)
3.3.1.1	New and Reassigned Used Vehicle Service
3.3.1.2	Inspection and Load Test Certification of WHE, MHE and OHE
3.3.1.3	Preventive Maintenance Inspections
3.3.1.4	BSVE Repair
3.3.1.5	BSVE Trouble Calls
3.3.2	Maintenance (Non-Government Owned)

1700000 – Base Support Vehicles and Equipment	
4	IDIQ Work

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Base Support Vehicles and Equipment services at Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Air Ground Combat Center, 29 Palms, CA; Marine Corps Logistics Base, Barstow, CA; Marine Corps Recruit Depot, San Diego, CA; Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and Marine Corps Air Station, Yuma, AZ.
1.1	Concept of Operations	This is a contract to provide vehicle support services for automotive type equipment at Government facilities and in the field; and perform emergency roadside service and towing on these same types of equipment. The Contractor shall be required to perform emergency roadside service not to exceed a 150-mile radius from the previously listed Marine Corps Installations. The contract shall be performed in accordance with this Performance Work Statement (PWS) and the Contractor's technical quote, which shall be incorporated into the contract as an attachment.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1700000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the BSVE function.
2.2.1	Certification, Training, and Licensing	BSVE operators shall comply with all Federal, state, and local laws and regulations regarding certification, training and licensing. The Contractor shall be responsible for complying, obtaining and retaining any necessary permits/licenses required by Federal, State, County or local authority. Personnel working on electric vehicles shall be certified to work on the electrical components, sub-assemblies and assemblies.
2.3	Special Requirements	
2.3.1	Safety	The Contractor shall adhere to all OSHA, EPA, U.S. Marine Corps, California State Regulations, and the rules and regulations prescribed by the Federal Motor Carrier Safety Regulations, U.S. Department of Transportation, Federal Highway Administration, and Bureau of Motor Carrier Safety. Necessary permits for the movement of overweight/oversized loads on public highways shall be obtained.
2.3.2	Fuel Efficient Acquisition	Current laws and regulations require compliance in the fuel efficient acquisition of new and replacement vehicles. In addition, Alternative Fuel Vehicles (AFV) will be procured when available. The Contractor shall comply with DoD Directive 4500.36 and DoD Regulation 4500.36-R for the acquisition of new and replacement vehicles.
2.3.3	Audits and Inspections	The Contractor shall provide assistance and cooperation for all authorized transportation related inspections, internal reviews, and audits conducted by the Government. The Government and other external agencies perform approximately five audits and inspections per year.
2.3.4	Special Vehicle Maintenance and Repair Requirements	N/A
2.3.4.1	Established Priorities	N/A
2.3.4.2	Allowable Downtime Standards	N/A
2.3.4.3	Downtime Computation	N/A
2.3.4.4	Temporary Suspensions of Downtime Standards	N/A
2.3.4.5	Excessive Repairs	N/A
2.3.5	Labor Requirements	N/A
2.3.6	Fleet Size	N/A

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2.4	References and Technical Documents	References and Technical Documents are listed in J-1700000-02.

1700000 – Base Support Vehicles and Equipment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	N/A		
3.1	Operations	N/A		
3.1.1	Billing Services	N/A		
3.1.2	Taxi Service	N/A		
3.1.3	Scheduled Shuttle and School Bus Service	N/A		
3.1.4	WHE/MHE/OHE/ CESE Services	N/A		
3.1.5	Railroad Operation	N/A		
3.1.6	Fuel Delivery Service and Fuel Program Requirements	N/A		
3.2	Support Services	N/A		
3.2.1	Operator Testing and Licensing	N/A		
3.2.2	Dispatching Service	N/A		
3.2.3	Fuel Dispensing Facility	N/A		
3.2.4	Vehicle Washing and Waxing	N/A		
3.2.5	Non-Government Owned Leased Vehicles	N/A		
3.2.5.1	GSA Leased Vehicles	N/A		
3.2.5.2	Other Commercial Leased Vehicles	N/A		
3.2.5.3	Received and/or Reassigned Vehicles and Equipment Services	N/A		
3.3	Maintenance	N/A		
3.3.1	Maintenance	N/A		

1700000 – Base Support Vehicles and Equipment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
	(Government-Owned)			
3.3.1.1	New and Reassigned Used Vehicle Service	N/A		
3.3.1.2	Inspection and Load Test Certification of WHE, MHE and OHE	N/A		
3.3.1.3	Preventive Maintenance Inspections	N/A		
3.3.1.4	BSVE Repair			
3.3.1.5	BSVE Trouble Calls	N/A		
3.3.2	Maintenance (Non-Government Owned)	N/A		

1700000 – Base Support Vehicles and Equipment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	IDIQ Work	IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to IDIQ ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance standards for IDIQ work will be the same as those in Spec Item 3 where applicable.	

End of Section

SECTION F - ANNEX 0200000

0200000 – Management and Administration

SECTION F: DELIVERIES OR PERFORMANCE

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

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October	KO	1	Annually for labor executed during the period of performance during each Government fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO	1	As required
0200000/ 2.8.7	N/A	Personnel Security Investigation (PSI), Fingerprint Card (FD87), and OF- 306 Declaration for Federal Employment	Prior to employee access to sensitive unclassified information.	KO/ Security Manager	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.3	N/A	Compliance Plans, Programs, and Procedures	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.5	J-0200000-05	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.7	N/A	Monthly On-Site Labor Report	First work day of each month.	KO	1	Monthly
0200000/ 2.9.8	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required
0200000/ 2.9.10	N/A	Safety Certifications	Within 15 calendar days after award and as old certifications expire.	KO	1	As specified

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.2.5	J-0200000-09	Emergency Planning and Community Right- To-Know Act (EPCRA) Report	Within 15 calendar days after contract award and not less than 10 working days prior to planned use of hazardous material.	KO	2	As specified
0200000/ 2.10.2.5	J-0200000-09	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO	2	Annually
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	Within 15 calendar days after award and within 15 calendar days after exercised option periods.	KO	1	Annually
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO	1	Annually

End of Section

SECTION F - ANNEX 1700000

1700000 – Base Support Vehicles and Equipment

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Report Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
2.3.5.4	N/A	Temporary Suspension of Downtime Accumulation	Within two hours of notice to the Contractor that the material delays will cause the downtime standard to be missed.	KO	2	As required
3.1.1	N/A	Monthly "C" Pool or U-Drive-It Billing	Monthly	KO	4	Monthly
3.1.1	N/A	Monthly "A" and "B" Vehicle/Equipment Rental Billing	Monthly	KO	4	Monthly
3.1.1	N/A	Navy Monthly Fuel (Gasoline/Diesel) Billing	Monthly	KO	4	Monthly
3.1.3	N/A	Shuttle Bus Routes	Annually	KO	2	Annually and as required for changes
3.1.6	N/A	Fuel Delivery Schedule	Monthly	KO	4	By the 25 th day of the preceding month
3.1.6	N/A	Fuel Delivery and Fuel Accountability Reports	Monthly	KO	2	By the 25 th day of the preceding month
3.2.5.1	N/A	GSA Mileage and Fuel Usage Report	Monthly	KO	2	As required by the rental agreement
3.3	N/A	Maintenance Schedule	Monthly	KO	2	By the 25 th day of the preceding month
3.3.1	N/A	Vehicle Accident Reports	Monthly	KO	4	Within five calendar days of the start of the month

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Report Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
3.3.1.2	N/A	Schedule for Testing and Certification	As required	KO	4	Annually and as required after repairs
3.3.1.2	N/A	Testing and Certification Qualifications	As required	KO	4	Prior to start of contract, annually and, prior to a new employee starting work.
3.3.1.3	N/A	Preventive Maintenance Schedule	Annually	KO	4	15 calendar days prior to the start of work and annually.

End of Section

SECTION J - ANNEX 0200000

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	DIRECTIVES, INSTRUCTIONS, AND REFERENCES
J-0200000-04	INVOICE FORM
J-0200000-05	FORMS
J-0200000-06	GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES
J-0200000-07	EXHIBIT LINE ITEM NUMBERS
J-0200000-08	SPILL CONTROL PLAN
J-0200000-09	HAZARDOUS MATERIAL INVENTORY LOG

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Assessment	A general term referring to either a survey or inspection of a facility to determine condition.
Asset	A general term used to refer to an item, such as a component, system, building or facility, which is managed by an automated data management program.
Business Management System (BMS)	A web-based tool that provides a systematic method for the management of business processes, common practices, and process quality improvements that produce and support the most efficient and effective delivery of NAVFAC's products and services.
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment. One who can identify existing and predictable hazards in the working environment or working conditions that are dangerous to personnel and who has authorization to take prompt corrective measures to eliminate them.
Component Inventory Management Unit (CIMU)	An organization of like-kind real property into manageable maintenance units. CIMU is a building component, group of components or component assemblies, serving a specific purpose in a facility that can be expected to follow a common and predictable lifecycle behavior. This class of non-equipment will include items such as exterior walls, exterior windows, interior finish, and roofs. This class of equipment will include items such as fan coil units, air handling units, lighting, and water closets. CIMUs can include one or more items of installed equipment typically subject to routine scheduled maintenance.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.
Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
Contracting Officer's Representative (COR)	The individual appointed by the KO responsible for monitoring the Contractor's technical compliance and progress, relative to assigned contract(s)/orders(s), based on the contract requirements specified in the PWS and in accordance with the PAP. The COR performs a variety of contract administration duties that includes oversight of PA, documenting and rating Contractor performance, reviewing invoices, and acceptance of work. Assignment as a COR is a collateral duty typically performed by the FSCM or SPAR.
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Direct Material Costs	The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Electronic Operation And Maintenance And Support Information (eOMSI)	A set of consultant-prepared data and document files that contain detailed, as-built technical information that describes the efficient, economical and safe operation, maintenance and repair of a facility, plant, equipment or system throughout its life cycle. Generally it is prepared during construction and submitted upon completion of a new facility or major facility upgrade. eOMSI's typically include asset information, staffing and budgeting information, supply support including critical spare parts, operating procedures, troubleshooting and diagnostic guides, extended warranty data, maintenance task frequencies and documentation, technical data, repair procedures and manufacturer's product data. eOMSI data and document files are provided in electronic formats.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.
Fixed Burden Rate (FBR)	<p>The additional costs (expressed in percent of direct material cost) for ordering, handling, and stockpiling materials and repair parts. For example, if the offeror's Fixed Burden Rate for materials in the Base Period is 10% then:</p> $\$100,000.00 + (\$100,000.00 \times 10\%) = \$110,000.00$ <p>The Government will compensate the Contractor for the required parts and materials and not the total amount shown in Schedule of Indefinite Delivery Indefinite Quantity Work.</p>
Frequency Of Service	<p>Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.</p> <p>Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.</p> <p>Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.</p> <p>Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.</p> <p>Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.</p> <p>Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.</p> <p>Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.</p> <p>Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.</p> <p>Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.</p>
Government Furnished Property (GFP)	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government furnished property includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. Government furnished property also includes contractor acquired property if the contractor acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Infrastructure Condition Assessment Program (ICAP)	A Navy automated data management program that utilizes historical asset lifecycle data and a structured assessment process to evaluate the condition facilities and their components.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Inspection	A rigorous, detailed assessment of the condition of a facility performed to generate a fundable scope and cost estimate for prioritization and funding of maintenance and repair.
Job or Work Order	An authorization for work that requires planning and estimating and has an individual line of accounting for financial and performance evaluation.
Load Handling Equipment	A term used to describe cranes, hoists and all other hoisting equipment (hoisting equipment means equipment, including crane, derricks, hoists and power operated equipment used WITH RIGGING to raise, lower and/or horizontally move a load.
Maintenance And Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
NAVFAC MAXIMO	A specially configured software version of MAXIMO®, a commercially available computerized maintenance management system (CMMS), adopted by NAVFAC for enterprise facility asset data management. The terms “MAXIMO”, “NAVFAC MAXIMO” or “Government’s MAXIMO” shall be used interchangeably in the document.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	The individual(s) assigned as a Technical Point of Contact (TPOC) / Subject Matter Expert (SME) to the COR to perform duties as the on-site representative who assesses Contractor performance. The PAR periodically observes Contractor performance, reviews delivered services, reviews quality management corrective actions, periodically assesses and documents Contractor performance on PAWs and the MPAS, and communicates findings as necessary with the Contractor, SPAR, and COR.
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract property requirements, terms and conditions of the contract
Property Management Program	A Government program established for the purpose of reviewing and approving the Contractor’s Property Management Plan and System through performance of a system analysis whenever government property is in the possession of the Contractor.
Quality Assurance (QA)	The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quality Control (QC)	The observation techniques and activities used to fulfill requirements for quality.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Real Property Inventory Equipment (RPIE)	A Government owned or leased individual pieces of equipment, apparatus, or fixture that are essential to the function of the real property (i.e. plumbing, electrical, heating, cooling and elevators). It is physically attached to, integrated into, and built in or on the property. Individual RPIE’s can be combined to make a CIMU to facilitate facilities management. An individual RPIE can also be a CIMU if the equipment is complex enough to require its own management planning.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.
Unit Priced Labor (UPL) Hour	The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit price includes all indirect and direct costs associated with performing work. The price includes the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; costs for pre-expended bin materials, union agreements, crew sizes, hand tools, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, and profit. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

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

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Acronym	Title
PWS	Performance Work Statement
PWO	Public Works Officer
Q	Quarterly
QC	Quality Control
RPIE	Real Property Inventory Equipment
RSL	Remaining Service Life
SC	Security Clearances
SM	Semimonthly
SPAR	Senior Performance Assessment Representative
TE	Technical Exhibit
VIQ	Variation in Quantity
WBS	Work Breakdown Structure

ATTACHMENT J-0200000-02
WAGE DETERMINATIONS

Provided as separate attachment.

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

<u>Reference</u>	<u>Title</u>
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
P.L. 91-596	Occupational Safety and Health Act

ATTACHMENT J-0200000-04
INVOICE FORM

Invoices will be processed through Wide Area Workflow (WAWF) as described in DFARS clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012).

ATTACHMENT J-0200000-05
FORMS

Initial Report
 Follow-up Report
 Final Report

Contractor Significant Incident Report (CSIR)

1. General Information

Contracting Activity:

Accident Classification:

- Injury
 Fatality
 Environment
 Procedural Issues
 Lessons Learned
 Illness
 Property Damage
 Other _____

Involving:

- Confined Space
 Equip/Mrt Ver/Mat Handling (Heavy Construction Equip.)
 Hazardous Material
 Crane and Rigging
 Equip/Mrt Ver/Mat Handling (Material Handling)
 Trenching/Excavation
 Diving
 Equip/Mrt Ver/Mat Handling (Man-Lift/Elevated Platform)
 Waterfront/Marine Operations
 Demolition/Renovation
 Fall from Ladder
 Fall from Scaffold
 Other _____
 Electrical
 Fall from Roof
 Fire

2. Personal Information

Name (Last, First, MI):	Age:	Sex:
Job Title/Description:	Employed By:	
Supervisor Name (Last, First, MI) & Title:	Was the person trained to perform this activity/task? <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of training was received (OJT, classroom, etc)?	Date of the most recent formal training and topics discussed?	

3. Witness Information

Witness #1: Name (Last, First, MI):	Job Title/Description:
--	-------------------------------

Employed By:	Supervisor Name (Last, First, MI):
Witness #2: Name (Last, First, MI):	Job Title/Description:
Employed By:	Supervisor Name (Last, First, MI):

Additional Witnesses: Yes

No

(List any additional witnesses on a separate sheet and attach.)

4. Contract Information

Type of Contract:

A/E BOS CLEAN Construction Design Build

FSCC FSSC JOC RAC Service

Other _____

Contract Number & Title:	Industrial Group & Industrial Type:
Prime Contractor Name/Address/Phone & Fax No:	Sub Contractor Name/Address/Phone & FAX No:
Safety Manager (Last, First, MI):	Safety Manager (Last, First, MI):
Insurance Carrier:	Insurance Carrier:

5. Accident Description

Date of Accident:	Time of Accident:	Exact Location of Accident:
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Describe the accident in detail in your words: (Use the back of page if you need additional space)

Direct Cause(s) of Accident:

Indirect Cause(s) of Accident:

Action(s) taken to prevent re-occurrence or provide on-going corrective actions:

Corrective Action Beginning Date:

Anticipated Completion Date:

Personal Protective Equipment:

- Available and used Available and not used
 Not Required
 Not related to Mishap Wrong PPE for job

List PPE Used:

Type of Construction Equipment (Make, Model, Serial #, VIN#) Involved:

Was Hazardous Material Spilled/Released?

Yes

No

Please List Hazardous Material(s) Involved:

Who provided first aid or cleanup of mishap site?

Any blood-borne pathogen exposure, other than EMTs?

Yes

No

Who?

List OSHA and EM-385-1-1 standards that were violated:

Was site secured and witness statements taken immediately?

Yes

No

By Whom?

6. Injury Illness/Fatality Information

Severity of Injury/Illness:

Fatality

Lost Workday Case Involving Days Away From Work

Temporary Disability

Recordable Workday Case Involving Restricted Duty

Permanent Total Disability Other Recordable Case

Recordable First Aid Case

Permanent Partial Disability Non-Recordable Case

No Injury

Estimated Days Lost:	Estimated Days Hospitalized:	Estimated Days Restricted Duty:
List Primary Body Part Affected:	List Other Body Part(s) Affected:	
Nature of Injury/Illness for Primary Body Part (Examples: Amputation, Burn, Hernia):		
Type of Accident (Examples: Fall same level, Lifting, Bitten, Exerted):		
Source of Accident (Examples: Crane, Carbon Monoxide, Ladder, Welding Equipment):		
7. Causal Factors (Explain answers on supplementary sheet)		
• Design – Design of facility, workplace, or equipment was a factor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Inspection/Maintenance – Inspection & Maintenance procedures were a factor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Persons Physical Condition – In your opinion, the physical condition of the person was a factor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Operation Procedures – Operating procedures were a factor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Job Practices – One or more job safety/health practices not being followed when the accident occurred contributed to the accident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Human Factors – One or more human factors, such as a person's size or strength contributed to the accident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Environmental Factors – Heat, cold, dust, sun, glare, etc., contributed to the accident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Chemical and Physical Agent Factors – Exposure to chemical agents, such as dust, fumes, mist, vapors, or physical agents such as noise, radiation, etc., contributed to the accident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Office Factors – Office setting such as lifting office furniture, carrying, stooping, contributed to the accident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Support Factors – Inappropriate tools/resources were provided to perform the task?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
• PPE – Improper selection, use or maintenance of PPE contributed to the accident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<ul style="list-style-type: none"> • Drugs/Alcohol – In your opinion, were drugs or alcohol a factor? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Job Hazard Analysis – The lack of an adequate (IAW-EM-385-1-1 Sec 01.A) activity hazard analysis was a contributing factor. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Job Hazard Analysis – JHA was not site specific and/or did not address the type of work/operations performed when the mishap occurred. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Management – A lack of adequate supervision contributed to the accident. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Management – Inadequate information was provided at pre con meeting. 	<input type="checkbox"/> Yes <input type="checkbox"/> No

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR) INSTRUCTIONS
Complete Sections Appropriate to Incident (Rev. 06/02).

NOTE: THE ATTACHED CSIR FORM IS TO BE USED BY CONTRACTORS TO RECORD THE RESULTS OF THEIR ACCIDENT/INCIDENTS INVESTIGATIONS AND SHALL BE PROVIDED TO THE CONTRACTING OFFICER WITHIN THE REQUIRED TIMEFRAMES.

GENERAL. Complete a separate report for each person who was injured in the accident. A report needs to be completed for all OSHA recordable accidents, property damage in excess of \$2000.00 (This amount is for record purposes only. GOV is not required to enter property damage reports into FAIR database if it is less than \$10,000.00.), WHE accidents, or near miss/high visibility mishaps. Please type or print legibly. Appropriate items shall be marked with an "X" in box(es), non-applicable sections shall be marked "N/A". If additional space is needed, provide the information on a separate sheet of paper and attach to the completed form.

Mark the report:

INITIAL – If this form is being used as initial notification of a Fatality or High Visibility Mishap. The initial form is due within 4 hours of a serious accident. A form marked 'Follow-up' or 'Final' is required within 5 days.

FOLLOW-UP – If you are providing additional information on a report previously submitted.

FINAL – If you are providing a completed report and expect no changes.

SECTION 1 – GENERAL INFORMATION

CONTRACTING ACTIVITY/ROICC OFFICE - Enter the name and address of the Contracting Office administering the contract under which the mishap took place (e.g. ROICC MCBH, ROICC NORFOLK, PWC GUAM, etc.).

ACCIDENT CLASSIFICATION - INJURY/ILLNESS/FATALITY/PROPERTY DAMAGE/-PROCEDURAL ISSUES/-ENVIRONMENTAL/LESSONS LEARNED/OTHER – Mark the appropriate block(s) if the incident resulted in any of these conditions.

INVOLVING - If the mishap involved any of the conditions listed under "Involving" mark the appropriate box(es). Specific questions associated with each of these conditions are available from the Contracting

Officer to assist you in your investigation. When these questions are used they shall be attached as part of this report.

SECTION 2 - PERSONAL INFORMATION

NAME - Enter last name, first name, middle initial of person involved.

AGE - Enter age.

SEX - Enter M for Male and F for Female.

JOB TITLE/DESCRIPTION - Enter the job title/description assigned to the injured person (e.g. carpenter, laborer, surveyor, etc.).

EMPLOYED BY - Enter employment company name of the person involved.

SUPERVISOR'S NAME & TITLE - Enter name and title of the immediate supervisor.

WAS PERSON TRAINED TO PERFORM ACTIVITY/TASK? - For the purpose of this section "trained" means the person has been provided the necessary information (either formal and/or on-the-job (OJT) training) to competently perform the activity/task in a safe and healthful manner.

TYPE OF TRAINING - Indicate the specific type of training (classroom or on-the-job) that the injured person received before the accident happened.

DATE OF MOST RECENT FORMAL TRAINING/TOPICS DISCUSSED - Enter the month, day, and year of the last *formal* training completed that covered the activity/task being performed at the time of the accident. List topics that were discussed at the training identified above.

SECTION 3 - WITNESS INFORMATION

The following applies to Witness #1 and Witness #2:

WITNESS NAME - Enter last name, first name, middle initial of the witness.

JOB DESCRIPTION/TITLE - Enter the job title/description assigned to the witness (e.g. carpenter, laborer, surveyor, etc.).

EMPLOYED BY - Enter the name of the employment company of the witness.

SUPERVISORS NAME - Enter name of immediate supervisor of the witness.

ADDITIONAL WITNESSES - Provide same information, as above, for each witnesses. Use additional pages if necessary.

SECTION 4 - CONTRACTOR INFORMATION

TYPE OF CONTRACT - Mark appropriate box. A/E means architect/engineer. If "OTHER" is marked, specify type of contract on line provided.

CONTRACT NUMBER/TITLE - Enter complete contract number and title of prime contract (e.g. N62477-85-C-0100, 184 Pearl City Hsg. Revitalization).

CONSTRUCTION INDUSTRIAL GROUP AND INDUSTRIAL TYPE – This is the type of construction that will be done at this project.

1. First, you must choose the Industrial Group. You have 4 choices to choose from: (**NOTE!** Review of the Industrial Types below and knowing what the projects scope of work is will assist you in deciding what the Industrial Group should be.)

- a. Buildings
- b. Heavy Industrial
- c. Infrastructure
- d. Light Industrial

2. Once you have chosen the Industrial Group, you now select the Industrial Type. You have multiple choices under each Group, chose the one you feel fits the project most closely because on most projects

there won't be an exact match:

- a. Buildings:
 - (1) Communications Ctr.

- (2) Dormitory/Hotel
- (3) High-rise Office
- (4) Hospital
- (5) Housing
- (6) Laboratory
- (7) Low-rise Office
- (8) Maintenance Facility
- (9) Parking Garage
- (10) Physical Fitness Ctr.
- (11) Restaurant/Nightclub
- (12) School
- (13) Warehouse
- b. Heavy Industrial:
 - (1) Chemical Mfg.
 - (2) Electrical (Generating)
 - (3) Environmental
 - (4) Metals Refining/Processing
 - (5) Mining
 - (6) Natural Gas Processing
 - (7) Oil Exploration/Production
 - (8) Oil Refining
 - (9) Pulp and Paper
- c. Infrastructure:
 - (1) Airport
 - (2) Electrical Distribution
 - (3) Flood Control
 - (4) Highway
 - (5) Marine Facilities
 - (6) Navigation
 - (7) Rail
 - (8) Tunneling
 - (9) Water/Wastewater
- d. Light Industrial:
 - (1) Automotive Assembly/Mfg.
 - (2) Consumer Products Mfg.
 - (3) Foods
 - (4) Microelectronics Mfg.
 - (5) Office Products Mfg.
 - (6) Pharmaceuticals Mfg.

CONTRACTOR'S NAME/ADDRESS/PHONE NUMBER

- (1) PRIME - Enter the exact name (title of firm), address, phone and fax numbers of the prime contractor.
- (2) SUBCONTRACTOR - Enter the exact name, address, phone and fax numbers of any subcontractor involved in the accident.

SAFETY MANAGER'S NAME

- (1) PRIME - Enter the name of the prime contractor safety manager.
- (2) SUBCONTRACTOR - Enter the name of the subcontractors safety manager.

INSURANCE CARRIER

- (1) PRIME - Enter the exact name/title of the prime's insurance company. Policy number not required.
- (2) SUBCONTRACTOR - Enter the exact name of the subcontractor's insurance company. Policy number not required.

SECTION 5 - ACCIDENT DESCRIPTION

DATE OF ACCIDENT - Enter the month, day, and year of accident.

TIME OF ACCIDENT - Enter the local time of accident in military time. Example: 14:30 hrs (not 2:30 p.m.).

EXACT LOCATION OF ACCIDENT - Enter facts needed to locate the accident scene (installation/project name, building/room number, street, direction and distance from closest landmark, etc.).

DESCRIBE THE ACCIDENT IN DETAIL. Fully describe the accident in the space provided. If property damage involved, give estimated dollar amount of damage and/or repair costs involved. If additional space is needed continue on a separate sheet and attach to this report. Give the sequence of events that describe what happened leading up to and including the accident. Fully identify personnel and equipment involved and their role(s) in the accident. Ensure that relationships between personnel and equipment are clearly specified. Ensure questions below regarding direct cause(s), indirect cause(s), and actions taken are answered. **NOTE!** Review questions in Section 7 below before completing.

DIRECT CAUSE(S) - The direct cause is that single factor which most directly lead to the accident. See examples below.

INDIRECT CAUSE(S) - Indirect cause are those factors, which contributed to, but did not directly initiate the occurrence of the accident.

Examples for Direct and Indirect Cause:

1. Employee was dismantling scaffold and fell 12 feet from unguarded opening.

Direct cause: Failure to provide fall protection at elevation

Indirect causes: Failure to enforce safety requirements: improper training/motivation of employee (possibility that employee was not knowledgeable of fall protection requirements or was lax in his attitude toward safety); failure to ensure provision of positive fall protection whenever elevated; failure to address fall protection during scaffold dismantling in phase hazard analysis.

2. Private citizen had stopped his vehicle at intersection for red light when vehicle was struck in rear by contractor vehicle. (note contractor vehicles was in proper safe working condition.)

Direct cause: Failure of contractor driver to maintain control of and stop contractor vehicle within safe distance.

Indirect cause: Failure of employee to pay attention to driving (defensive driving).

ACTION(S) TAKEN TO PREVENT RE-OCCURRENCE OR PROVIDE ON-GOING

CORRECTIVE ACTIONS. Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses. Continue on back or additional sheets of paper if necessary to fully explain and attach to the complete report form.

CORRECTIVE ACTION DATES -

(1) Beginning - Enter the date when the corrective action(s) identified above will begin.

(2) Anticipated Completion - Enter the date when the corrective action(s) identified above will be completed.

PERSONAL PROTECTIVE EQUIPMENT (PPE) - Mark appropriate box(es) and list PPE which was being used by the injured person at the time of the accident (e.g. protective clothing, shoes, glasses, goggles, respirator, safety belt, harness, etc.)

TYPE OF CONTRACTOR EQUIPMENT - Enter the Serial Number, Model Number and specific type of equipment involved in the mishap (e.g. dump truck (off highway), crane (rubber tire), pump truck (concrete), etc.).

WAS HAZARDOUS MATERIAL SPILLED/RELEASED? - Mark appropriate block and list name(s) of any reportable quantities of hazardous materials spilled/released during the mishap.

WHO PROVIDED FIRST AID OR CLEAN-UP OF MISHAP SITE? - List name(s) of individual(s) and employer, if known.

WAS OSHA AND/OR EM 385-1-1 STANDARDS THAT WERE VIOLATED? - Self explanatory.

WAS SITE SECURED AND WITNESS STATEMENT TAKEN IMMEDIATELY? - Mark appropriate

block and list by whom.

SECTION 6 - INJURY/ILLNESS/FATALITY INFORMATION

SERVERITY OF INJURY/ILLNESS – Mark appropriate box.

ESTIMATED DAYS LOST - Enter the estimated number of workdays the person will lose from work. Update when final data is known.

ESTIMATED DAYS HOSPITALIZED - Enter the estimated number of workdays the person will be hospitalized. Update when final data is known.

ESTIMATED DAYS RESTRICTED DUTY - Enter the estimated number of workdays the person, as a result of the accident, will not be able to perform all of their regular duties. Update when final data is known.

BODY PART(S) AFFECTED - Enter the most appropriate primary and when applicable, secondary, etc. body part(s) affected (e.g. arm: wrist: abdomen: single eye; jaw : both elbows: second finger: great toe: collar bone: kidney, etc.).

NATURE OF INJURY/ILLNESS FOR PRIMARY BODY PART - Enter the most appropriate nature of injury/illness (e.g. amputation, back strain, dislocation, laceration, strain, asbestosis, food poisoning, heart conditions, etc.).

TYPE AND SOURCE OF INJURY/ILLNESS - Type and Source Codes are used to describe what caused the incident.

(1) TYPE Code stands for an “Action” (Example: Worker, installing conduit, lost his balance and fell five feet from a ladder. Type Code: Fell different levels”.) Select the most appropriate Type of injury from the list below:

TYPE OF INJURY/ILLNESS

STRUCK BY/AGAINST	CONTACTED CONTACTED WITH (INJURED PERSON MOVING) CONTACTED BY (OBJECT WAS MOVING)
FELL, SLIPPED, TRIPPED SAME LEVEL/DIFFERENT LEVEL/NO FALL	EXERTED LIFTED, STRAINED BY (SINGLE ACTION) STRESSED BY (REPEATED ACTION)
CAUGHT ON/IN/BETWEEN	EXPOSED INHALED/INGESTED/ABSORBED/EXPOS ED TO
PUNCTURED, LACERATED PUNCTURED BY/CUT BY/STUNG BY/BITTEN BY	TRAVELING IN

(2) SOURCE Code stands for an “object or substance.” (Example: Worker, installing conduit, lost his balance and fell five feet from a ladder. Source Code: “Ladder”.) Select the most appropriate Source of injury from the list below:

SOURCE OF INJURY/ILLNESS

<p>BUILDING OR WORKING AREA WALKING/WORKING AREA STAIRS/STEPS LADDER FURNITURE BOILER/PRESSURE VESSEL EQUIPMENT LAYOUT WINDOWS/DOORS ELECTRICITY</p>	<p>DUST, VAPOR, ETC. DUST (SILICA, COAT, ETC.) FIBERS ASBESTOS GASES CARBON MONOXIDE MIST, STEAM, VAPOR, FUME WELDING FUMES PARTICLES (UNIDENTIFIED)</p>
<p>ENVIRONMENT CONDITION TEMPERATURE EXTREME (INDOOR) WEATHER (ICE, RAIN, HEAT, ETC.) FIRE, FLAME, SMOTE (NOT TABACCO) NOISE RADIATION LIGHT VENTILATION TOBACCO SMOKE STRESS (EMOTIONAL) CONFINED SPACE</p>	<p>CHEMICAL, PLASTIC, ETC. DRY CHEMICAL - CORROSIVE DRY CHEMICAL - TOXIC DRY CHEMICAL - EXPLOSIVE DRY CHEMICAL - FLAMMABLE LIQUID CHEMICAL - CORROSIVE LIQUID CHEMICAL - TOXIC LIQUID CHEMICAL - EXPLOSIVE LIQUID CHEMICAL - FLAMMABLE PLASTIC WATER MEDICINE</p>
<p>MACHINE OR TOOL HAND TOOL (POWERED: SAW, GRINDER, ETC.) HAND TOOL (NON POWERED) MECHANICAL POWER TRANSMISSION APPARATUS GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK) VIDEO DISPLAY TERMINAL PUMP, COMPRESSOR, AIR PRESSURE TOOL HEATING EQUIPMENT WELDING EQUIPMENT</p>	<p>INANIMATE OBJECT BOX, BARREL, ETC. PAPER METAL ITEM, MINERAL NEEDLE GLASS SCRAP, TRASH, WOOD FOOD CLOTHING, APPAREL, SHOES</p>
<p>MACHINE OR TOOL HAND TOOL (POWERED: SAW, GRINDER, ETC.) HAND TOOL (NON POWERED) MECHANICAL POWER TRANSMISSION APPARATUS GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK) VIDEO DISPLAY TERMINAL PUMP, COMPRESSOR, AIR PRESSURE TOOL HEATING EQUIPMENT WELDING EQUIPMENT</p>	<p>INANIMATE OBJECT BOX, BARREL, ETC. PAPER METAL ITEM, MINERAL NEEDLE GLASS SCRAP, TRASH, WOOD FOOD CLOTHING, APPAREL, SHOES</p>
<p>VEHICLE AS DRIVER OF PRIVATELY OWNED, RENTAL VEH. AS PASSENGER OF PRIVATELY OWNED, RENTAL VEH. DRIVER OF GOVERNMENT VEHICLE PASSENGER OF GOVERNMENT VEHICLE COMMON CARRIER (AIRLINE, BUS, ETC.) AIRCRAFT (NOT COMMERCIAL) BOAT, SHIP, BARGE</p>	<p>ANIMATE OBJECT DOG OTHER ANIMAL PLANT INSECT HUMAN (VIOLENCE) HUMAN (COMMUNICABLE DISEASE) BACTERIA, VIRUS (NOT HUMAN CONTACT)</p>

MATERIAL HANDLING EQUIPMENT EARTHMOVER (TRACTOR, BACKHOE, ETC.) CONVEYOR (FOR MATERIAL AND EQUIPMENT) ELEVATOR, ESCALATOR, PERSONNEL HOIST HOIST, SLING CHAIN, JACK CRANE FORKLIFT HANDTRUCK , DOLLY	PERSONAL PROTECTIVE EQUIPMENT PROTECTIVE CLOTHING, SHOES, GLASSES, GOGGLES RESPIRATOR, MASK DIVING EQUIPMENT SAFETY BELT, HARNESS PARACHUTE
--	--

SECTION 7 - CAUSAL FACTORS

Review thoroughly. Answer each question by marking the appropriate block. **NOTE!** If any answer is yes, explain in section 5 above.

- (1) **DESIGN** - Did inadequacies associated with the building or work site play a role? Would an improved design or layout of the equipment or facilities reduce the likelihood of similar accidents? Were the tools or other equipment designed and intended for the task at hand?
- (2) **INSPECTION/MAINTENANCE** - Did inadequately or improperly maintained equipment, tools, workplace, etc., create or worsen any hazards that contributed to the accident? Would better equipment, facility, work site or work activity inspections have helped avoid the accident?
- (3) **PERSONS PHYSICAL CONDITION** - Do you feel that the accident would probably not have occurred if the employee was in “good” physical condition? If the person involved in the accident had been in better physical condition, would the accident have been less severe or avoided altogether? Was overexertion a factor?
- (4) **OPERATION PROCEDURES** - Did lack of or inadequacy within established operating procedures contribute to the accident? Did any aspect of the procedures introduce any hazard to, or increase the risk associated with the work process? Would establishment or improvement of operating procedures reduce the likelihood of similar accidents?
- (5) **JOB PRACTICES** - Were any of the provision of the Safety and Health Requirements Manual (EM 385-1-1) violated? Was the task being accomplished in a manner which was not in compliance with an established job hazard analysis or activity hazard analysis? Did any established job practice (including EM 385-1-1) fail to adequately address the task or work process? Would better job practices improve the safety of the task?
- (6) **HUMAN FACTORS** - Was the person under undue stress (either internal or external to the job)? Did the task tend toward overloading the capabilities of the person: i.e., did the job require tracking and reacting to many external inputs such as displays, alarms, or signals? Did the arrangement of the workplace tend to interfere with efficient task performance? Did the task require reach strengths, endurance, agility, etc., at or beyond the capabilities of the employee? Was the work environment ill-adapted to the person? Did the person need more training, experience, or practice in doing the task? Was the person inadequately rested to perform safely?
- (7) **ENVIRONMENTAL FACTORS** - Did any factors such as moisture, humidity, rain, snow, sleet, hail, ice, fog, cold, heat, sun temperature changes, wind, tides, floods, currents, terrain; dust, mud, glare, pressure changes, lighting, etc., play a part in the accident?
- (8) **CHEMICAL AND PHYSICAL AGENT FACTORS** - Did exposure to chemical agents (either single shift exposure or long-term exposure such as dusts, fibers, (asbestos, etc.), silica, gases (carbon, monoxide, chlorine, etc.), mists, steam, vapors, fumes, smoke, other particulates, liquid or dry chemicals that are corrosive, toxic, explosive or flammable, by-products of combustion or physical agents such as noise, ionizing radiation, non-ionizing radiation (UV radiation created during welding, etc.) contribute to the accident/incident?
- (9) **OFFICE FACTORS** - Did the fact that the accident occurred in an office setting or to an office worker have a bearing on its cause? For example, office workers tend to have less experience and training in performing tasks such as lifting office furniture. Did physical hazards within the office environment contribute to the hazard?
- (10) **SUPPORT FACTORS** - Was the person using an improper tool for the job? Was inadequate time available or utilized to safely accomplish the task? Were less than adequate personnel resources (in

terms of employee skills, number of workers, and adequate supervision) available to get the job done properly? Was funding available, utilized and adequate to provide proper tools, equipment, personnel, site preparation, etc.

(11) **PERSONAL PROTECTIVE EQUIPMENT** - Did the person fail to use appropriate personal protective equipment (gloves, eye protection, hard-toed shoes, respirator, etc) for the task or environment? Did protective equipment provided or worn fail to provide adequate protection from the hazard(s)? Did lack of or inadequate maintenance of protective gear contribute to the accident?

(12) **DRUGS/ALCOHOL** - Is there any reason to believe the person's mental or physical capabilities, judgment, etc., were impaired or altered by the use of drugs or alcohol? Consider the effects of prescription medicine and over the counter medications as well as illicit drug use. Consider the effect of drug or alcohol induced "hangovers".

(13) **JOB/ACTIVITY HAZARD ANALYSIS** - Was a written Job/Activity Analysis completed for the task being performed at the time of the accident? If one was made, did it address the hazard adequately or does it need to be updated? If none made, will one be made? These may also need to be addressed in the Corrective Actions Taken section. Mark the appropriate box. If one was made, attach a copy of the analysis to the report.

(14) **MANAGEMENT** - Did the lack of supervisor or management support play a part in the mishap? Mark the appropriate box.

SECTION - 8 OSHA INFORMATION - Complete this section if applicable

SECTION 9 - REPORT PREPARER

Providing a completed CSIR to the Contracting Officer is the PRIME CONTRACTOR'S RESPONSIBILITY. Enter the name, date of report, title, employer, phone number and signature of person completing the accident report and provide it to the Contracting Officer, or his representative, responsible for oversight of that contractor activity. **NOTE!** If prepared by other than the Prime Contractor, a person employed by the Prime Contractor must sign that they have reviewed and concur with the report and it's findings (e.g. company owner, project supervisor/foreman, Safety Officer, etc.).

ATTACHMENT J-0200000-05

FORMS

ATTACHMENT "A"			
CONTRACTOR CRANE OPERATING CHECKLIST FOR CRITICAL LIFTS		YES	NO
1	Does the operator know the weight of the load to be lifted?		
2	Is the load to be lifted within the crane manufacturer's rated capacity in its present configuration?		
3	Is the crane level and on firm ground?		
4	Are outriggers required?		
5	If so, are outriggers fully extended and down, and the load off the wheels?		
6	If blocking is required, is the entire surface of the outrigger pad supported, and is the blocking material of sufficient strength to safely support the loaded outrigger pad?		
7	If outriggers are not used, is the crane rated for on-rubber lifts by the manufacturer's load chart?		
8	Is the swing radius of the crane counterweight clear of people and obstructions and accessible areas within the swing area barricaded to prevent injury, damage and unplanned encroachment?		
9	Has the hook been centered over the load in such a manner to prevent swing (deflection, side loading, load-moment)?		
10	Is the load well secured and balanced in the sling or lifting device before it is lifted (free and clear) more than a few inches?		
11	Is the lift swing path clear of obstructions?		
12	If rotation of the load being lifted is hazardous, is tag line or restraint line being used?		
13	Are personnel prevented from standing or passing under a suspended load?		
14	Are personnel prevented from entering the load fall zone?		
15	Is the crane operator's attention diverted?		
16	Are proper signals being used at all times?		
17	If radio communications are used is the frequency isolated to the crane team?		
18	Do the operations ensure that side and tip loading is prohibited?		
19	Are start and stop motions in a smooth fluid motion (no sudden acceleration or deceleration)?		
20	If operating near electric power lines, are the rules and guidelines understood and adhered to as specified in NAVFAC P-307?		
21	Is the lift a critical lift?		
22	If so, are critical lift regulations understood, check-off sheets initialed and signed off, and was there an interactive brief conducted with associated personnel?		
23	Is Attachment "A" current, filled out completely, and posted in the crane?		
Contractor Name (Print Legibly):			
Contractor Name (Signature):			
Location:			Date:

FORMS

CRANE AND RIGGING GEAR ACCIDENT REPORT				
Accident Category: <input type="checkbox"/> Crane Accident <input type="checkbox"/> Rigging Gear Accident				
From:		To: Navy Crane Center Bldg. 491 NNSY Portsmouth, VA 23709 Fax: 757-967-3808		
UIC:				Report No:
Activity:				Report No:
Crane No:	Category:	Accident Date:	Time: hrs:	
Category of Service: <input type="checkbox"/> SPS <input type="checkbox"/> GPS		Crane Type:	Crane Manufacturer:	
Was Crane/Rigging Gear Being Used in SPS: <input type="checkbox"/> Yes <input type="checkbox"/> No		Was Crane/Rigging Gear Being Used in a Complex Lift/Critical Non-Crane Rigging Operation: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Location:		Weather:		
Crane Capacity:		Hook Capacity:	Weight of Load on hook:	
Fatality or Permanent Disability? <input type="checkbox"/> Yes <input type="checkbox"/> No		Material/Property Cost Estimate:		
Reported to NAVSAFECEN? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Accident Type: <input type="checkbox"/> Personal Injury <input type="checkbox"/> Overload <input type="checkbox"/> Derail <input type="checkbox"/> Damaged Rigging Gear <input type="checkbox"/> Load Collision <input type="checkbox"/> Two Blocked <input type="checkbox"/> Dropped Load <input type="checkbox"/> Damaged Crane <input type="checkbox"/> Crane Collision <input type="checkbox"/> Damaged Load <input type="checkbox"/> Other: Specify _____				
Cause of Accident: <input type="checkbox"/> Improper Operation <input type="checkbox"/> Equipment Failure <input type="checkbox"/> Inadequate Visibility <input type="checkbox"/> Improper Rigging <input type="checkbox"/> Switch Alignment <input type="checkbox"/> inadequate Communication <input type="checkbox"/> Track Condition <input type="checkbox"/> Procedural Failure <input type="checkbox"/> Other: Specify _____				
Chargeable to: <input type="checkbox"/> Crane Walker <input type="checkbox"/> Rigger <input type="checkbox"/> Operator <input type="checkbox"/> Maintenance <input type="checkbox"/> Management/Supervision <input type="checkbox"/> Other: Specify _____				
Crane Function: <input type="checkbox"/> Travel <input type="checkbox"/> Hoist <input type="checkbox"/> Rotate <input type="checkbox"/> Luffing <input type="checkbox"/> Telescoping <input type="checkbox"/> Other <input type="checkbox"/> N/A				
Is this accident indicative of a recurring problem? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, list Accident Report Nos.: _____				
ATTACH COMPLETE AND CONCISE SITUATION DESCRIPTION AND CORRECTIVE/PREVENTIVE ACTIONS TAKEN AS ENCLOSURE (1). Include probable cause and contributing factors. Assess damages and define responsibility. For equipment malfunction or failure, include specific description of the component and the resulting effect or problem caused by the malfunction or failure. List immediate and long term corrective/preventive actions assigned and respective codes.				
Preparer:		Phone:	E-mail:	Code:
Date:				
Concurrences: (Include Code, Signature and Date)				
		Code:	Date:	
		Code:	Date:	
Certifying Official (Crane Accident Only):		Code:	Date:	

ATTACHMENT J-0200000-05

FORMS

CRANE AND RIGGING GEAR ACCIDENT REPORT INSTRUCTIONS

This form is designed for fax transmission without a cover page or by e-mail and, with enclosures and signatures, shall be the official document. Electronic submission will be accepted without signatures but the names of the preparer, concurring personnel, and certifying official (for crane accidents only) shall be filled in. The e-mail address is m_nfsh_ncc_accident@navy.mil. The fax number is (757) 967-3808.

1. Accident Category: Indicate either crane accident or rigging gear accident.
2. From: The naval activity that is responsible for reporting the accident and UIC number.
3. Activity: The naval activity where the accident took place.
4. Report No.: The activity assigned accident number (e.g., 95-001).
5. Crane No.: The activity assigned crane number (e.g., PC-5), if applicable.
6. Category: Identify category of crane (i.e., 1, 2, 3, or 4), if applicable.
7. Accident Date: The date the accident occurred.
8. Time: The time (24 hour clock) the accident occurred (e.g., 1300).
9. Category of Service: Check the applicable service (SPS as defined by NAVSEA 0989-030-7000).
10. Crane Type: The type of crane involved in the accident (e.g., mobile, bridge), if applicable.
11. Crane Manufacturer: The manufacturer of the crane (e.g., Dravo, Grove, P&H), if applicable.
12. SPS: Was the crane or rigging gear being used in an SPS lift?
13. Complex lift: Was the crane or rigging gear being used in a complex lift?
14. Location: The detailed location where the accident took place (e.g., building 213, dry dock 5).
15. Weather: The weather conditions at time of accident (e.g., wind, rain, cold).
16. Crane Capacity: The certified capacity of the crane (e.g., 120,000 pounds), if applicable.
17. Hook Capacity: The capacity of the hook involved in the accident at the max radius of the operation, if applicable.
18. Weight of Load on Hook: If applicable, the weight of the load on the hook.
19. Fatality or Permanent Disability?: Check yes or no.
20. Material/Property Cost Estimate: Estimate total cost of damage resulting from the accident.
21. Reported to NAVSAFECEN?: Self-explanatory.
22. Accident Type: Check all that apply.
23. Cause of Accident: Check all that apply.
24. Chargeable to: Check all that apply.
25. Crane Function: Check all functions in operation at time of accident. Check N/A if a rigging gear accident.
26. Is this a recurring problem?: Check yes or no. Identify any other similar accidents.
27. Situation Description/Corrective Actions: Self-explanatory.
28. Preparer: Self-explanatory.
29. Concurrences: Self-explanatory.
30. Certifying Official (Crane Accidents Only): Self-explanatory.
31. Brief Description: No more than one paragraph summarizing the resultant incident.
32. Background and Detailed Description: Provide the relevant background in a descriptive timeline of preconditions leading up to the event, as well as a detailed description of the event.
33. Corrective Actions: List all short term and long term corrective actions that are taken to prevent recurrence of the incident. Short Term Corrective Actions are those actions taken that will allow return to work in short time frame. Long Term actions are more 'programmatic' in nature and typically include: process revision, changes in training, 'mistake proofing', etc.

FORMS

CRANE AND RIGGING GEAR NEAR MISS REPORT

Near Miss Category: <input type="checkbox"/> Crane Near Miss <input type="checkbox"/> Rigging Gear Near Miss			
From:		To: Navy Crane Center Bldg 491 NNSY Portsmouth, VA 23709 Fax (757) 967-3808 nfsh_ncc_accident@navy.mil	
UIC:			Report No:
Activity:			
Crane/Equipment No:	Category:	Near Miss Date:	Time: hrs
Category of Service: <input type="checkbox"/> SPS <input type="checkbox"/> GPS	Crane /Equipment Type:	Crane/Equipment Manufacturer:	
Location:		Weather:	
Crane/Equipment Capacity:	Hook Capacity:	Weight of Load on Hook:	

Is this near miss indicative of a recurring problem? Yes No

If yes, list report numbers: _____

In the space below, include a brief description of the event and corrective actions taken to prevent recurrence:

Preparer:	Phone and email	Code	Date
------------------	------------------------	-------------	-------------

ATTACHMENT J-0200000-05

FORMS

CRANE AND RIGGING GEAR NEAR MISS INSTRUCTIONS

This form is designed for fax transmission without a cover page or by e-mail and, with enclosures and signatures, shall be the official document. Electronic submission will be accepted without signatures but the names of the preparer, concurring personnel, and certifying official (for crane accidents only) shall be filled in. The e-mail address is nfsh_ncc_accident@navy.mil. The fax number is (757) 967-3808.

1. Near Miss Category: Indicate either crane or rigging gear near miss.
2. From: The naval activity that is responsible for reporting the near miss and UIC number.
3. Activity: The naval activity where the near miss took place.
4. Report No.: The activity assigned near miss number (e.g., 95-001).
5. Crane No.: The activity assigned crane number (e.g., PC-5), if applicable.
6. Category: Identify category of crane (i.e., 1, 2, 3, or 4), if applicable.
7. Near Miss Date: The date the near miss occurred.
8. Time: The time (24 hour clock) the near miss occurred (e.g., 1300).
9. Category of Service: Check the applicable service (SPS as defined by NAVSEA 0989-030-7000).
10. Crane Type: The type of crane involved in the near miss (e.g., mobile, bridge), if applicable.
11. Crane Manufacturer: The manufacturer of the crane (e.g., Dravo, Grove, P&H), if applicable.
12. Location: The detailed location where the near miss took place (e.g., building 213, dry dock 5).
13. Weather: The weather conditions at time of the near miss (e.g., wind, rain, cold).
14. Crane Capacity: The certified capacity of the crane (e.g., 120,000 pounds), if applicable.
15. Hook Capacity: The capacity of the hook involved in the near miss at the maximum radius of the operation, if applicable.
16. Weight of Load on Hook: If applicable, the weight of the load on the hook.
17. Is this a recurring problem?: Check yes or no. Identify any other similar near misses or accidents.
18. Situation Description/Corrective Actions: Self-explanatory.
19. Preparer: Self-explanatory.

ATTACHMENT J-0200000-06
GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES

GOVERNMENT FURNISHED FACILITIES

The Government will not provide office space, operational facilities, or lay down areas to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her expense.

GOVERNMENT FURNISHED UTILITIES

The Government will furnish the following utility services at existing outlets, for use in those facilities provided by the Government and as may reasonably be required for the work to be performed under the contract: electricity and fresh water. Information concerning the location of the existing outlets may be obtained from the Government Representative. The Contractor shall provide and maintain at his/ her expense, the necessary service lines from the Government existing outlets to the site of work. The Contractor shall make arrangements to obtain other utilities at his expense. The Contractor shall instruct Contractor employees in utility conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. If the Contractor is found to be wasting utilities, a fine commensurate with the amount wasted could be imposed against his/her monthly invoice.

ATTACHMENT J-0200000-07
EXHIBIT LINE ITEM NUMBERS

Provided as separate attachment.

End of Section

SECTION J - ANNEX 1700000

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

<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1700000-01	Definitions and Acronyms
J-1700000-02	References and Technical Documents
J-1700000-03	IDIQ Performance Work Statement

ATTACHMENT J-1700000-01
DEFINITIONS AND ACRONYMS

DEFINITION	DESCRIPTION
Alpha Code	The letter assigned to specify BSVE by type or class.
Automotive Vehicles	Includes trailers and all self-propelled motor vehicles designed for highway or cross-country operations. Specifically included are buses, sedans, trucks, carryalls, station wagons, ambulances, refuelers, defuelers, truck trailers, brush, structural, aircraft firefighting, and rescue operation trucks.
Civil Engineering Support Equipment (CESE)	A budget term used by the Government that refers to equipment under the responsibility of the Naval Facilities Engineering Command. CESE includes automotive vehicles, construction, and railway equipment.
Construction Equipment	All mechanical equipment used in the construction, alteration, or repair of buildings, bridges, roads, or other kinds of real property. It includes pile drivers, power shovels, and cranes with special attachments, road rollers, tractors, scrapers, plows, and street sweepers.
Dispatch Hour (DH) Unit Price	The unit price offered by the Contractor to provide one hour of BSVE operation services. The unit price includes all direct and indirect costs associated with providing one qualified, properly licensed BSVE operator for 60 minutes. Dispatch time begins at the actual departure time of the BSVE from the dispatch area (to pick up load and passengers), and ends with the return of BSVE to the dispatch area. The unit price shall include the Contractor's hourly operator wage, costs for any projected overtime, subsistence (meals and lodging), and other operator-related costs; all costs for BSVE preparation, cleanup, and turn in; profit, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance. In short, all costs associated with providing an hour of BSVE operation services.
Downtime	The period of time during Government regular working hours that a unit of BSVE is removed from service for maintenance.
Field Service	Maintenance/repair service for BSVE that, because of its design or immobility, cannot economically be delivered to the maintenance facility.
Flat Rate Hour (FRH) Unit Price	The unit price offered by the Contractor to provide one flat rate hour of work-in-place. This unit price includes the Contractor's hourly mechanic wage adjusted to allow for the Offeror's workforce productivity, and all costs for profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance. In short, all costs associated with providing a specific flat rate hour of effort.
Installation/Repair of Specialized Equipment	Alteration of BSVE (as delivered to the activity) to fulfill a special requirement, and any maintenance/repair required to keep such equipment operational. Examples include, but are not limited to, installation and repair of light bars for security vehicles, installation and repair of bins inside an emergency/service vehicle, fabrication, and permanent installation of special materials to support a load.
Material Handling Equipment (MHE)	Self-propelled and conveyor equipment used in storage and materials handling operations in and around warehouses, shipyards, industrial plants, airfields, magazines, depots, docks, terminals, and on-board ships. Included are warehouse tractors, forklift trucks, rough terrain forklift trucks, platform trucks, pallet trucks, conveyors and conveyor systems, and straddle carrying trucks.
Ordnance Handling Equipment (OHE)	Equipment designed to safely handle ammunition in any given situation. This includes railroad, industrial, and automotive equipment used for transporting ammunition. It also includes equipment used to manually handle ammunition such as skids, pallets, carriers, and aircraft loading equipment.

ATTACHMENT J-1700000-01
DEFINITIONS AND ACRONYMS

DEFINITION	DESCRIPTION
Transient Equipment	CESE belonging to another Government activity visiting the installation on official business or operating in the vicinity of the installation and experiencing equipment problems requiring assistance, e.g., refueling at CESE fueling facility or towing service.
Weight Handling Equipment (WHE)	Includes mobile or transportable truck, crawler, and railway mounted locomotive cranes normally used for lifting, moving, and placing heavy material or equipment. For purposes of this contract, WHE does not include portal, gantry, jib, and other facility type cranes.

ATTACHMENT 1700000-02
REFERENCES AND TECHNICAL DOCUMENTS

<u>Reference</u>	<u>Title</u>
49 CFR Chapter III	(Operators Qualifications)
29 CFR Part 1910	
Executive Order 10579	“Regulations Relating to the Establishment of Interagency Motor Vehicle Pools and Systems.” November 30, 1954
Executive Order 13423	“Strengthening Federal Environmental, Energy, and Transportation Management,” January 24, 2007
	Federal Highway Administration and Bureau of Motor Carrier Safety
	Federal Motor Carrier Safety Regulations
DoD Directive 4500.36	Management, Acquisition and Use of Motor Vehicles
DoD Regulation 4500.36R	Management, Acquisition and Use of Motor Vehicles
NAVFAC P-300	Management of Civil Engineering Support Equipment
NAVFAC P-307	Management of Weight handling Equipment
NAVSEA OP-2239	
NAVSUP 538	
NFPA 1071	Standard for Technical Professional Qualifications
OPNAVINST 5100.23	United States Code
Section 133 of title 10	
Section 2302 note of title 10	United States Code
Section 2637 of title 10	United States Code
Section 32917 of title 49	United States Code
Sections 601-611 of title 40	United States Code
Sections of 6201,6374 and 13212 of title 42	United States Code
	Bureau of Motor Carrier Safety
	Federal Motor Carrier Safety Regulations
	Federal Highway Administration
	U.S. Department of Transportation

ATTACHMENT 1700000-03
IDIQ PERFORMANCE WORK STATEMENT

1 INTRODUCTION.

This is a contract to provide body repair service, painting and/or refinishing of Government owned automotive type vehicles and other non-tactical highway use type equipment to include trucks, trailers, firefighting apparatus, and similar type equipment (paragraph 9 contains a sample list of vehicles). The service provided will return damaged vehicles to their original condition or to a condition designated by the Government. The Southwest Region Fleet Transportation (SWRFT) organization is responsible for the operation, maintenance, and appearance of the Government vehicles assigned to the SWRFT inventory.

2 BACKGROUND.

The SWRFT is responsible for providing commercial type vehicles to support the daily activities aboard the following Marine Corps installations: Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Air Ground Combat Center, 29 Palms, CA; Marine Corps Logistics Base, Barstow, CA; Marine Corps Recruit Depot, San Diego, CA; Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and Marine Corps Air Station, Yuma, AZ. The SWRFT has limited organic capability to service and maintain its equipment and vehicle inventory; however, during periods of surge requirements, national emergency, and when requirements exceed SWRFT's organic capabilities, the SWRFT will require contracted services to assist with repair of the inventory. Also, during the course of operating the vehicles and other on highway type equipment on and around these installations, the Government equipment is occasionally damaged. The SWRFT ensure that the Government equipment assigned to its inventory will be maintained in a safe operating condition, a reasonably good appearance, and may modify the vehicle to enhance its capability to meet mission requirements.

3. SCOPE.

3.1 - Body Repair Work and Painting/Refinishing. The Contractor shall support the SWRFT with repair/refinish services such as, but not limited to, body repair work, frame straightening, mechanical repair, modification/fabrication, reupholster work, and painting/refinishing of Government Owned Vehicles (GOVs). GOVs include, but are not limited to, buses, passenger vehicles, cargo vehicles, trailers, firefighting apparatus, and similar equipment (see paragraph 9). Contractor shall be expected to pickup/deliver light duty vehicles (less than 14,000 GVWR including vehicle Classes 1-3) from/to each Government installation identified in paragraph 2. The pickup/deliver location is usually the installation transportation facility; however, circumstances may require the pickup/deliver site to be another location on the installation. Contractor services may include operating/transport of large on-road vehicles to/from contractor location and the appropriate SWRFT location. The Government reserves the right to

transport/operate to/from or request the contractor to transport/operate to/from either location. Vehicles will only be towed with specific written approval by the Government.

4. APPLICABLE DIRECTIVES.

The following work standards publications are a reference for specification; compliance with applicable provisions contained therein is mandatory. The Contractor shall be responsible for complying with the newest version in effect at the time of award and all updates issued during the life of the contract. It is the contractor's responsibility to procure and use the most current publications.

a. CODE OF FEDERAL REGULATIONS
Part 29 Labor and Part 49 Transportation

b. INDUSTRY STANDARDS
Contractor shall submit estimates to the contracting officer when requested and the Government will evaluate the estimate for fair and reasonableness before award.

5. PERFORMANCE REQUIREMENTS

a. The contractor shall provide all management, supervision, tools, facilities, materials, equipment, and labor to perform requested body repair, frame straightening, interior/exterior painting, detailing work, and other related functions. Transportation of vehicles from/to the Government installations and the contractor's facilities may be required by the Government. Refer to paragraph 3 above. The Government may request a vehicle be transported from a location other than the Government facility. This will be negotiated between the Government and the Contractor. The Government requires vehicles to be operated or transported vice towed. Vehicles will only be towed with specific written approval by the Government.

b. The contractor shall provide a detailed written estimate of all items listed in the Request for Proposal. The estimate may include photos to assist in identifying the extent of damage. The written estimate will be provided to the Government within two work days following the contractor's inspection of the equipment. Email is the preferred means of providing estimates, photos, and other related information. The contractor's estimate will be compared to the Government's estimate for total scope of work and costs. The Government will make a determination to refer the work to the contractor or perform the work in-house.

6. OTHER REQUIREMENTS AND CONSTRAINTS

a. Materials, Parts, & Labor:

(1) For emergency roadside repair/assist, the contractor shall provide the required repair parts and materials. When the Government cannot provide repair parts and materials to accomplish the repair task, the Contractor will provide a price estimate for the required part(s). Upon prior approval by the COR, the contractor shall procure these parts and make the necessary

repairs. The contractor will warranty all parts supplied under this contract for 90 days or at the manufacturer's warranty period, whichever is the longer period of time.

(2) Materials required to perform work that are not vehicle replacement parts shall be considered the contractor's overhead expenses and will be captured in the quoted shop labor rate, and not as a separate billable item.

(3) Standard Labor Hours required to perform work shall be extracted from the Industry Standards as identified in paragraph 4 above. The Contractor will utilize the Mitchell guide for submitting estimates unless the repair is beyond the scope of the guide.

(4) For work that does not have Standard Labor Hours identified in the Industry Standards, the estimated labor hours shall be based on the experience and judgment of the contractor, however, the Contracting Officer must agree that the estimated labor hours is fair and reasonable for the identified work before work begins.

b. Time Allowances:

(1) The contractor shall implement all necessary work control procedures and work prioritization to ensure timely accomplishment of required work and job completion. Verbal status reports shall be provided when requested by a Government representative.

(2) Each contractor work order shall contain no more than one vehicle. Work completion date shall be based on the dollar value of each work order. The following chart illustrates the price range of work orders and the number of workdays allowed for completion. Delivery dates that cannot be met due to conditions beyond the contractor's control or non-availability of parts shall have the dates adjusted accordingly by agreement between the contractor and the Government. All such conditions must be reported to the Government on the date the condition or non-availability of parts becomes known. The completion time for work orders over \$5,000 shall be computed using the same \$500 scale as the rest of the chart.

<u>Work Order Price Range</u>	<u>Work Days Allowed</u>	<u>Work Order Price Range</u>	<u>Work Days Allowed</u>
Up to \$500	3	\$2,501 to \$3,000	8
\$501 to \$1,000	4	\$3,001 to \$3,500	9
\$1,001 to \$1,500	5	\$3,501 to \$4,000	10
\$1,501 to \$2,000	6	\$4,001 to \$4,500	11
\$2,001 to \$2,500	7	\$4,501 to \$5,000	12

(3) On occasion the Government will have a priority vehicle (i.e. fire apparatus, ambulance or police vehicle). This type work may require a higher urgency and would take precedence over other work. The Government will specifically identify these higher priority jobs in writing. Adjusting delivery dates of other work order affected by this reprioritization of work will be by mutual written agreement between the contractor and the Government.

c. Vehicle Pickup and Delivery

(1) The Government will deliver and pickup at the contractor's facility the vehicles and trailers that require a Commercial Driver's License (CDL) to operate.

(2) The contractor will be expected to pickup and deliver at the Government location the light and medium duty vehicles (less than 14,000 GVWR including vehicle Classes 1-3) that do not require a CDL (see paragraph 10). This service will include trailers that do not require a CDL.

(3) The Government may request the contractor to pickup and deliver vehicles that require a CDL during unusual circumstances such as when the Government personnel and/or equipment are required for a priority National Security mission.

(4) If the contractor/subcontractor transports a vehicle or trailer, that has been repaired, to a Government location and the work performed by the contractor is refused due to poor workmanship or an incomplete job, the equipment will be returned to the contractor's facility to complete/fix the work and there will be no charge to the Government for the additional transport.

d. Orders

(1) The Contracting Officer or the COR, will issue a written Request for Proposal for work authorized to be performed by the contractor. There will be an order issued for each piece of equipment authorized for repair.

(2) Changes to the scope of work or parts requirement, resulting from hidden damage or other unforeseen circumstances, require an additional estimate identifying the additional work and associated costs. The contractor will not begin the additional repairs until authority to proceed has been provided by the Contracting Officer or the COR.

e. Inspection

(1) Each phase of the work being performed by the contractor is subject to Government inspection to include after completion of all tasks. Unsatisfactory work identified during these inspections shall be corrected at no additional cost to the Government. Contractor facilities shall be open to Government representatives for inspection of work in progress at any time practical. If the contractor is required to perform warranty work, re-work, or complete an unfinished job and the vehicle requires transport, the contractor assumes transport responsibility with no additional cost to the Government.

(2) Some vehicle damage and damage repair will affect the mechanical operation and alignment of components such as doors, windows, hoods, lids, hinges and similar operations. Body repairs include straightening and aligning those components to ensure proper operation and alignment. Any misalignment, distortion, binding, sticking, difficulty in operation, or similar

malfunction will be cause for rejection. The contractor shall correct the problem at no additional cost to the Government.

f. Progress Reporting

(1) The Contractor will provide work progress information and cost data to keep the Government abreast of each job status and the actual cost upon job completion.

(2) The Contractor will provide the information in the status request within 24 hours of receipt of the request.

f. Warranties

(1) In addition to any other warranties provided in this contract, the contractor shall warrant workmanship and material on those components repaired or replaced for 90 days from the day the vehicle is returned and accepted by the Government. Parts or materials that have individual warranties, beyond the 90-day period, shall be repaired or replaced by the contractor if that item fails within the individual warranty period.

(2) The contractor shall warrant paint work for a period of two (2) years against fading, cracking, and peeling. Warranty repairs shall be accomplished within the same time constraints as specified in paragraph 6.b above.

g. Definitions

(1) Repair - All work functions performed on Government owned vehicles to correct physical damage to the degree necessary to restore the vehicle to a safe and serviceable condition equal to or better than the original manufacturer's design specifications. The term "repair" includes the function of inspection, adjustments, rebuilding, fabricating, modifying, painting, refinishing, and parts and material replacements.

(2) Parts - A constituent piece included a the time of manufacture or set in place as a replacement for the original piece or as an additional piece.

(3) Materials - Anything that serves as crude or original matter to be used or developed to aid in the repairing of vehicles and other equipment (i.e. body fillers, sandpaper, rags, thinners, paper, tape, metal/wood primers, adhesives, cleaners, etc.).

(4) Government Motor Pools:

- Building 22151, MCB Camp Pendleton, CA
- Building 6317, MCAS Miramar, CA
- Building 231, MCRD San Diego, CA

h. Deliveries or Performance

(1) Contractor Notice Regarding Late Work Completion: In the event that contractor for any reason anticipates or encounters difficulty in complying with the contract work schedule or completion date, or in meeting any of the other requirements of the contract; the contractor shall immediately notify, in writing, the Contracting Officer Representative giving pertinent details. However, this written notice shall be informational only and receipt by the Government shall not be construed as a waiver by the Government of any work completion schedule/date or for the compliance with any other contract requirement by the contractor, nor any other rights or remedies provided to the Government by law under this contract.

(2) Work completion/delivery dates will be specified on individual Work Orders. In most circumstances, the Government will only be able to provide 5 days prior notice for repair of vehicles. If conditions permit, longer notice will be given.

7. STANDARDS

a. Repair Standards.

(1) Body and Fender Repair Standards: The intent of body and fender repair requirements in this contract is to have a damaged or worn Government vehicle restored to manufacturer's original design and performance standards. Each Work Order will define the general scope of body and fender repairs required as identified by the contractor's approved work/cost estimate. The contractor will be paid for body and fender repair at the labor rate established at the time of the contract award. Upon completion of the repair work, the vehicle shall be washed and cleaned inside and outside to remove any dust, dirt, overspray, and debris.

(2) Replacement hardware materials include, but are not limited to, fenders, doors, bumpers, windows, grills, trim items, etc. These items shall be billed to the Government as described in the section titled Material, Parts, and Labor (para. 6.a). All replacement components shall be original equipment manufacturer parts or parts specifically authorized by the Government.

(3) The cost of consumable materials utilized in any phase of body and fender repairs shall be included in the contractor's labor rate. Consumables materials include, but are not limited to, sandpaper, body fillers, welding supplies, masking tape, primer paint, paint thinners etc.

(4) Metalwork: All components that cannot be reworked shall be replaced with original manufacturer's parts or parts specifically authorized by the Government. Reworked metal panels and surfaces shall be finished with a minimum of body fillers. Any damaged wood framing associated with metal work shall be replaced.

(5) Welding: The mechanical properties of all welds shall join the components and transmit stress without failure, distortion, or permanent deforming of the metal pieces involved. The welding electrodes and flux shall be compatible with the type of welding being performed.

(6) Painting: All damaged areas of a vehicle that have been repaired (reworked, straightened, or otherwise) or had replacement components installed shall be properly prepared, primed, and painted. Proper preparation includes, but is not limited to, sanding, application of body fillers, cleaning, masking, and primer coating. Application of the finish paint and color/clear coat shall match the color of the adjacent vehicle panels. When only a portion of a vehicle panel or section is repaired, it may be necessary to paint an entire panel or section to ensure an even appearance. All paints and finishes shall conform to the original manufacturer's specifications and color. When vehicle repairs affect the interior of a vehicle, those areas shall also be refinished/painted. "Oven Baking" may be required and will be specifically stated in the Work Order. Any contractor painted surface which has "orange peel", runs, sags, flaking, scaling, contamination from dust/dirt, or any other surface condition that adversely affects appearance will be rejected and shall be refinished at no additional expense to the Government, and to a completion schedule agreed upon by the Government COR.

b. Frame Straightening Standards:

(1) It is the intent of the frame straightening requirement of this contract to have a damaged Government vehicle restored to the manufacturer's original design specifications and performance standards.

(2) The contractor shall provide frame-straightening service for all vehicles listed. Frame straightening includes suspension repair and wheel alignment. Some vehicles may require the alignment of all four wheels.

(3) Replacement hardware materials include, but are not limited to, frame and chassis members, shock absorbers, struts, springs, upper and lower control arms, ball joints, all other suspension components, brake system components, wheels, wheel bearings, tires, drive shafts, and universal joints. These items shall be billed to the Government as described in the section titled Material, Parts, and Labor (para. 6.a). All replacement components shall be equal to or better than the original equipment manufacturer design and quality.

(4) The cost of consumable materials utilized in any phase of frame straightening repairs shall be included in the contractor's labor rate.

(5) The contractor shall straighten frames and chassis, repair/replace suspension, brake, and drive line components, and align all wheels. Any misalignment, excessive or unusual tire wear, difficult handling or tracking, vibration, binding, sticking, uneven or difficult braking, or any operational malfunction as a result of misalignment or poor workmanship will be cause for rejection. The contractor shall correct the problem at no additional expense to the Government, and to a completion schedule agreed upon by the Government COR.

c. Interior Painting Standards:

(1) Vehicle interior painting is intended for the complete and partial painting of those surfaces inside a vehicle that were originally painted at the factory and the replacement of missing trim items and the like. Completed work shall be free of defect and replaced component

shall present a new car appearance. Upon completion of the interior painting, the vehicle shall be washed and cleaned inside and outside to remove any dust, dirt, overspray, and debris.

(2) Replacement hardware materials (trim items and the like) shall be billed to the Government as described in the section titled Material, Parts, and Labor (para. 6.a). All replacement components shall be equal to or better than the original equipment manufacturer design and quality.

(3) The cost of all consumable materials utilized in any phase of interior painting shall be included in the contractor's labor rate established in the Contract. Consumable materials include, but are not limited to, sandpaper, body fillers, welding supplies, masking tape, primer coating, and paint thinners.

(4) All interior areas of a vehicle that require painting shall be properly prepared, primer coated, and painted. Proper preparation includes, but is not limited to, sanding, cleaning, masking, and primer coating. Extra care shall be taken to prevent over spray on surfaces not being painted. Application of the finish paint (color coat) shall match existing paint color. All paints shall conform to original manufacturer's specifications and colors unless otherwise specified. Painted surfaces which have "orange peel", runs, sags, fading, scaling, contamination from dust/dirt, or any other surface condition that adversely affects appearance will be rejected and shall be refinished at no additional expense to the Government, and to a completion schedule agreed upon by the Government COR.

d. Exterior Painting Standards:

(1) Exterior painting is intended for the painting of a vehicle that does not require body and fender repair, does not require repair of significant damage, or for the painting of a vehicle after body repairs have been accomplished. Portions of a vehicle that have been repaired and only those portions require painting are covered by the paragraph titled Body and Fender Repair Standards (para. 7.a.(1)). The removal of minor "door dings", replacement of side moldings, and similar minor repairs may be required. Each Work Order will define the scope of work required for that particular job. Completed work shall be free of defects, missing components, and shall present a "new" appearance. Upon completion of the exterior painting, the vehicle shall be washed and cleaned inside and outside to remove any dust, dirt, overspray, and debris resulting from contractor work.

(2) Replacement hardware materials (trim items and the like) shall be described in the section titled Material, Parts, and Labor (para. 6.a). All replacement components shall be equal to, or better than, the original manufacturer's design and quality.

(3) The cost of all consumable materials utilized in any phase of exterior painting shall be included in the contractor's labor rate established in the Contract. Consumables materials include, but are not limited to, sandpaper, body fillers, welding supplies, masking tape, primer coating, and paint thinners.

(4) When a vehicle requires exterior painting, all surfaces shall be properly prepared, primer coated, and painted. Proper preparation includes but is not limited to application of body fillers, sanding, cleaning, masking, and primer coating. If the Government determines that a portion or the entire vehicle must be sanded to bare metal, as part of the preparation process, the Work Order will so stipulate. The finish paint (color coat) shall match the previous color, unless the Work Order indicates a change of the vehicle color is required. All paints shall conform to original manufacturer's specification. Painted surfaces with "orange peel", runs, sags, fading, scaling, contamination from dust/dirt, or any other surface condition that adversely affects appearance shall be rejected and shall be reworked at no additional expense to the Government, and to a completion schedule agreed upon by the Government COR.

8. OTHER VEHICLE BODY REPAIR/REFINISH WORK.

a. There may be an occasional requirement to have the contractor perform body repair/refinish work that is not specifically identified in this contract. In such instances, the required work must be fully detailed on the Work Order, the costs must be mutually agreed upon by the Government and the contractor, and the Contracting Officer will approve.

9. Vehicles/Equipment Covered by this contract:

Equipment Description	GOV Equipment Code	Light Duty Vehicles	Heavy Duty Vehicles	CDL Required
AMBULANCE, ADVANCE LIFESAVING	G01ADR	X		
BUS, TROOP TRANSPORT	G07HDP		X	X
LOW SPEED VEHICLE (LSV)	G27AEC	X		
SCOOTER, 3-WHEEL	G27AEP	X		
SEDAN, COMPACT	G40BAP	X		
SUV, CROSSOVER, 4X2	G45EFP	X		
SUV, HUMMER	G45KDP	X		
SWEEPER, AIRFIELD	G46BDE		X	X
SWEEPER, STREET	G46CDE		X	X
TRAILER, SEMI, FLATBED, 20-24T	G49DZC		X	X
TRAILER, SEMI, LOW BED, 35-50T	G49MZC		X	X
TRAILER, SEMI, LOW BED, 51-65T	G49NZC		X	X
TRAILER, SEMI, DUMP	G49PZC		X	X
TRAILER, SEMI, TANK	G49TZC		X	X
TRAILER, SEMI, VAN	G49VZC		X	X
TRAILER, TANK, WATER	G50NAC		X	X
TRAILER, EQUIPMENT TRANSPORT	G51AZC	X		
TRAILER, SPECIALTY, DOG TRANSPORT	G51DZC	X		
TRAILER, SPECIALTY, HAZMAT	G51HZC		X	X
TRUCK, CARGO, 3-T 4X2	G53DDC		X	X
TRUCK, PASSENGER, 3-T 4X2	G53DDP		X	X
TRUCK, CARGO, 3-T 4X4	G53EDC		X	X
TRUCK, PASSENGER, 3-T 4X4	G53EDP		X	X
TRUCK, HYDRAULIC LIFT BODY, 3-T	G53GDC		X	X
TRUCK, SEWER MAINTENANCE	G53NDC		X	X
TRUCK, AERIAL BOOM, 3-T	G54MDC		X	X
TRUCK, AERIAL BOOM, 5-T	G54SDC		X	X
TRUCK, CLEANER-CATCH BASIN	G55BDE		X	X
TRUCK, DUMP, 5-T	G56DDC		X	X
TRUCK, DUMP, 10-T	G56KDC		X	X
TRUCK, RESCUE & FIRE	G57ADR		X	X
TRUCK, FIRE, CLASS A PUMPER	G57BDR		X	X
TRUCK, FIRE, WATER TOWER	G57CDR		X	X
TRUCK, FIRE, BRUSH 4X4	G57EDR		X	X
TRUCK, FIRE, BRUXH 6X6	G57FDR		X	X

TRUCK, FIRE NURSE UNIT	G57GDR		X	X
TRUCK, FIRE HAZMAT	G57KDR		X	X
TRUCK, MAINTENANCE, 1-2T	G58ADC	X		
TRUCK, MAINTENANCE BUCKET	G58FDC		X	X
TRUCK, PICKUP, CREWCAB, 4X4	G59ODC	X		
TRUCK, REFUSE, 10T DUMP	G60EDC		X	X
TRUCK, STAKE, 1.5T	G61EDC	X		
TRUCK, STAKE, 2T	G61GDC	X		
TRUCK, STAKE, 3T	G61KDC		X	X
TRUCK, STAKE, 5T	G61NDC		X	X
TRUCK, STAKE, 10T	G61UDC		X	X
TRUCK, TANK, FUEL 1,000-1,500 GAL	G62GDC		X	X
TRUCK, TANK, FUEL 1,501-2,500 GAL	G62HDC		X	X
TRUCK, TANK, FUEL 5,000 GAL	G62JDC		X	X
TRUCK, TANK, FUEL 10,000 GAL	G62KDC		X	X
TRUCK, TANK, WATER 1,000-1,500 GAL	G62LDC		X	X
TRUCK, TANK, WATER 1,501-2,500 GAL	G62NDC		X	X
TRUCK, TANK, WATER 5,000-10,000 GL	G62PDC		X	X
TRUCK, TRACTOR, 7 1/2-T	G63EDC		X	X
TRUCK, TRACTOR, 10T 6X4	G63LDC		X	X
TRUCK, TRACTOR, 15T 6X4	G63RDC		X	X
TRUCK, VAN, 1-2T	G65ADC	X		
TRUCK, VAN 3T	G65DBC		X	X
TRUCK, VAN 4T	G65DDC		X	X
VAN, HANDICAP-WHEELCHAIR	G66LDP		X	X
VAN, SHUTTLE	G66PGP		X	X
VAN, STEP-CARGO, 1-2T	G67AFC	X		
TRUCK, RECOVERY, 5T	G69GDC		X	X
TRUCK, RECOVERY, 10T	G69MDC		X	X

End of Section

WAGE DECISIONS

WD 05-2057 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2005-2057 Revision No.: 17 Date Of Revision: 07/08/2015
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Imperial, San Diego

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.61
01012 - Accounting Clerk II		17.52
01013 - Accounting Clerk III		19.61
01020 - Administrative Assistant		25.04
01040 - Court Reporter		19.16
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		14.63
01090 - Duplicating Machine Operator		14.63
01111 - General Clerk I		13.54
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		20.30
01141 - Messenger Courier		12.23
01191 - Order Clerk I		14.73
01192 - Order Clerk II		16.08
01261 - Personnel Assistant (Employment) I		18.29
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		22.89
01280 - Receptionist		13.16
01290 - Rental Clerk		16.09
01300 - Scheduler, Maintenance		17.28
01311 - Secretary I		17.28
01312 - Secretary II		18.08
01313 - Secretary III		20.30
01320 - Service Order Dispatcher		17.60
01410 - Supply Technician		24.51

01420 - Survey Worker	19.16
01531 - Travel Clerk I	13.51
01532 - Travel Clerk II	14.76
01533 - Travel Clerk III	16.21
01611 - Word Processor I	16.07
01612 - Word Processor II	18.04
01613 - Word Processor III	20.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.21
05010 - Automotive Electrician	22.37
05040 - Automotive Glass Installer	21.55
05070 - Automotive Worker	21.55
05110 - Mobile Equipment Servicer	19.83
05130 - Motor Equipment Metal Mechanic	23.16
05160 - Motor Equipment Metal Worker	21.55
05190 - Motor Vehicle Mechanic	22.75
05220 - Motor Vehicle Mechanic Helper	18.60
05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	12.84
07042 - Cook II	13.58
07070 - Dishwasher	9.46
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.71
07260 - Waiter/Waitress	9.71
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.94
09090 - Furniture Refinisher Helper	16.57
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.96
11060 - Elevator Operator	12.96
11090 - Gardener	17.18
11122 - Housekeeping Aide	12.96
11150 - Janitor	12.96
11210 - Laborer, Grounds Maintenance	13.92
11240 - Maid or Houseman	9.85
11260 - Pruner	13.45
11270 - Tractor Operator	14.90
11330 - Trail Maintenance Worker	13.92
11360 - Window Cleaner	14.20
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	20.17
12012 - Certified Occupational Therapist Assistant	25.81
12015 - Certified Physical Therapist Assistant	27.54
12020 - Dental Assistant	17.68
12025 - Dental Hygienist	40.91
12030 - EKG Technician	26.42
12035 - Electroneurodiagnostic Technologist	26.42
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	19.25
12072 - Licensed Practical Nurse II	21.53

12073 - Licensed Practical Nurse III	24.01
12100 - Medical Assistant	14.37
12130 - Medical Laboratory Technician	20.67
12160 - Medical Record Clerk	15.16
12190 - Medical Record Technician	16.54
12195 - Medical Transcriptionist	19.21
12210 - Nuclear Medicine Technologist	36.75
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.30
12235 - Optical Dispenser	21.24
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.36
12280 - Phlebotomist	14.34
12305 - Radiologic Technologist	30.68
12311 - Registered Nurse I	29.75
12312 - Registered Nurse II	35.92
12313 - Registered Nurse II, Specialist	35.92
12314 - Registered Nurse III	42.67
12315 - Registered Nurse III, Anesthetist	42.67
12316 - Registered Nurse IV	51.14
12317 - Scheduler (Drug and Alcohol Testing)	24.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.91
13012 - Exhibits Specialist II	25.91
13013 - Exhibits Specialist III	31.68
13041 - Illustrator I	21.12
13042 - Illustrator II	26.16
13043 - Illustrator III	32.00
13047 - Librarian	28.91
13050 - Library Aide/Clerk	13.29
13054 - Library Information Technology Systems Administrator	26.11
13058 - Library Technician	17.77
13061 - Media Specialist I	18.84
13062 - Media Specialist II	21.07
13063 - Media Specialist III	23.50
13071 - Photographer I	16.33
13072 - Photographer II	18.44
13073 - Photographer III	22.63
13074 - Photographer IV	27.68
13075 - Photographer V	33.49
13110 - Video Teleconference Technician	17.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.02
14042 - Computer Operator II	19.04
14043 - Computer Operator III	21.22
14044 - Computer Operator IV	23.58
14045 - Computer Operator V	26.11
14071 - Computer Programmer I	(see 1) 27.62
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.02
14160 - Personal Computer Support Technician	23.58
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.51
15020 - Aircrew Training Devices Instructor (Rated)	36.91

15030 - Air Crew Training Devices Instructor (Pilot)	44.25
15050 - Computer Based Training Specialist / Instructor	30.51
15060 - Educational Technologist	30.67
15070 - Flight Instructor (Pilot)	44.25
15080 - Graphic Artist	23.93
15090 - Technical Instructor	26.13
15095 - Technical Instructor/Course Developer	31.96
15110 - Test Proctor	21.83
15120 - Tutor	21.83
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.79
16030 - Counter Attendant	9.79
16040 - Dry Cleaner	12.02
16070 - Finisher, Flatwork, Machine	9.79
16090 - Presser, Hand	9.79
16110 - Presser, Machine, Drycleaning	9.79
16130 - Presser, Machine, Shirts	9.79
16160 - Presser, Machine, Wearing Apparel, Laundry	9.79
16190 - Sewing Machine Operator	12.81
16220 - Tailor	13.55
16250 - Washer, Machine	10.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.94
19040 - Tool And Die Maker	23.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.88
21030 - Material Coordinator	22.89
21040 - Material Expediter	22.89
21050 - Material Handling Laborer	13.07
21071 - Order Filler	15.33
21080 - Production Line Worker (Food Processing)	18.88
21110 - Shipping Packer	14.04
21130 - Shipping/Receiving Clerk	14.04
21140 - Store Worker I	12.48
21150 - Stock Clerk	16.40
21210 - Tools And Parts Attendant	18.88
21410 - Warehouse Specialist	18.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.52
23021 - Aircraft Mechanic I	25.55
23022 - Aircraft Mechanic II	26.52
23023 - Aircraft Mechanic III	27.54
23040 - Aircraft Mechanic Helper	18.88
23050 - Aircraft, Painter	22.46
23060 - Aircraft Servicer	21.08
23080 - Aircraft Worker	21.88
23110 - Appliance Mechanic	20.66
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	26.10
23130 - Carpenter, Maintenance	22.28
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	23.07
23181 - Electronics Technician Maintenance I	22.59
23182 - Electronics Technician Maintenance II	23.97
23183 - Electronics Technician Maintenance III	27.60
23260 - Fabric Worker	20.80
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	19.48
23311 - Fuel Distribution System Mechanic	27.67
23312 - Fuel Distribution System Operator	21.35
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	25.55

23381 - Ground Support Equipment Servicer	21.08
23382 - Ground Support Equipment Worker	21.88
23391 - Gunsmith I	19.48
23392 - Gunsmith II	22.16
23393 - Gunsmith III	24.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.46
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	28.86
23460 - Instrument Mechanic	24.17
23465 - Laboratory/Shelter Mechanic	23.51
23470 - Laborer	12.27
23510 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	24.66
23550 - Machinist, Maintenance	20.86
23580 - Maintenance Trades Helper	16.57
23591 - Metrology Technician I	24.17
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	30.26
23640 - Millwright	29.26
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	21.93
23790 - Pipefitter, Maintenance	24.76
23810 - Plumber, Maintenance	23.93
23820 - Pneudraulic Systems Mechanic	24.85
23850 - Rigger	23.07
23870 - Scale Mechanic	21.03
23890 - Sheet-Metal Worker, Maintenance	23.06
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	26.33
23932 - Telecommunications Mechanic II	27.33
23950 - Telephone Lineman	26.11
23960 - Welder, Combination, Maintenance	23.82
23965 - Well Driller	24.96
23970 - Woodcraft Worker	24.85
23980 - Woodworker	18.60
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.87
24580 - Child Care Center Clerk	19.94
24610 - Chore Aide	10.20
24620 - Family Readiness And Support Services Coordinator	17.12
24630 - Homemaker	20.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.02
25040 - Sewage Plant Operator	26.45
25070 - Stationary Engineer	27.02
25190 - Ventilation Equipment Tender	19.72
25210 - Water Treatment Plant Operator	26.45
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.53
27007 - Baggage Inspector	13.86
27008 - Corrections Officer	29.73
27010 - Court Security Officer	31.17
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	29.73
27070 - Firefighter	27.18
27101 - Guard I	13.86
27102 - Guard II	23.51
27131 - Police Officer I	35.16

27132 - Police Officer II	39.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19
28043 - Carnival Equipment Worker	10.89
28210 - Gate Attendant/Gate Tender	15.62
28310 - Lifeguard	13.53
28350 - Park Attendant (Aide)	17.38
28510 - Recreation Aide/Health Facility Attendant	12.67
28515 - Recreation Specialist	21.52
28630 - Sports Official	13.84
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.99
29020 - Hatch Tender	28.99
29030 - Line Handler	28.99
29041 - Stevedore I	27.21
29042 - Stevedore II	30.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.91
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.55
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	25.89
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47
30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	22.65
30210 - Laboratory Technician	21.62
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	21.72
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82
30390 - Photo-Optics Technician	28.30
30461 - Technical Writer I	23.46
30462 - Technical Writer II	28.69
30463 - Technical Writer III	34.71
30491 - Unexploded Ordnance (UXO) Technician I	24.73
30492 - Unexploded Ordnance (UXO) Technician II	29.92
30493 - Unexploded Ordnance (UXO) Technician III	35.87
30494 - Unexploded (UXO) Safety Escort	24.73
30495 - Unexploded (UXO) Sweep Personnel	24.73
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.47
Surface Programs	
30621 - Weather Observer, Senior (see 2)	28.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.37
31030 - Bus Driver	17.56
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.66

31310 - Taxi Driver	12.33
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	18.11
31363 - Truckdriver, Heavy	20.85
31364 - Truckdriver, Tractor-Trailer	20.85
99000 - Miscellaneous Occupations	
99030 - Cashier	12.02
99050 - Desk Clerk	10.60
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	13.87
99252 - Laboratory Animal Caretaker II	14.55
99310 - Mortician	23.74
99410 - Pest Controller	14.26
99510 - Photofinishing Worker	16.54
99710 - Recycling Laborer	19.84
99711 - Recycling Specialist	24.10
99730 - Refuse Collector	18.98
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	11.77
99830 - Survey Party Chief	28.85
99831 - Surveying Aide	18.84
99832 - Surveying Technician	26.23
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

WD 05-2333 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2005-2333 Revision No.: 16 Date Of Revision: 07/08/2015
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: California, Nevada

Area: California Counties of Lassen, Mono

Nevada - All Counties except : Clark, Esmeralda, Lincoln, Nye

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.00
01012 - Accounting Clerk II		16.46
01013 - Accounting Clerk III		18.34
01020 - Administrative Assistant		23.69
01040 - Court Reporter		19.55
01051 - Data Entry Operator I		11.86
01052 - Data Entry Operator II		13.86
01060 - Dispatcher, Motor Vehicle		21.62
01070 - Document Preparation Clerk		15.67
01090 - Duplicating Machine Operator		15.67
01111 - General Clerk I		14.06
01112 - General Clerk II		15.35
01113 - General Clerk III		17.51
01120 - Housing Referral Assistant		21.80
01141 - Messenger Courier		11.66
01191 - Order Clerk I		12.52
01192 - Order Clerk II		14.81
01261 - Personnel Assistant (Employment) I		15.66
01262 - Personnel Assistant (Employment) II		17.52
01263 - Personnel Assistant (Employment) III		19.53
01270 - Production Control Clerk		18.98
01280 - Receptionist		14.53
01290 - Rental Clerk		14.77
01300 - Scheduler, Maintenance		17.48
01311 - Secretary I		17.48
01312 - Secretary II		19.55
01313 - Secretary III		21.80
01320 - Service Order Dispatcher		17.78
01410 - Supply Technician		23.69
01420 - Survey Worker		17.81
01531 - Travel Clerk I		13.06

01532 - Travel Clerk II	13.87
01533 - Travel Clerk III	14.50
01611 - Word Processor I	14.86
01612 - Word Processor II	16.69
01613 - Word Processor III	18.66
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.47
05010 - Automotive Electrician	21.13
05040 - Automotive Glass Installer	19.65
05070 - Automotive Worker	19.65
05110 - Mobile Equipment Servicer	17.34
05130 - Motor Equipment Metal Mechanic	21.13
05160 - Motor Equipment Metal Worker	19.65
05190 - Motor Vehicle Mechanic	21.73
05220 - Motor Vehicle Mechanic Helper	17.34
05250 - Motor Vehicle Upholstery Worker	19.65
05280 - Motor Vehicle Wrecker	19.65
05310 - Painter, Automotive	20.49
05340 - Radiator Repair Specialist	19.65
05370 - Tire Repairer	14.76
05400 - Transmission Repair Specialist	21.13
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.19
07041 - Cook I	11.79
07042 - Cook II	13.25
07070 - Dishwasher	9.30
07130 - Food Service Worker	9.66
07210 - Meat Cutter	19.04
07260 - Waiter/Waitress	8.11
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.99
09040 - Furniture Handler	14.83
09080 - Furniture Refinisher	18.99
09090 - Furniture Refinisher Helper	15.28
09110 - Furniture Repairer, Minor	17.11
09130 - Upholsterer	17.31
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.89
11060 - Elevator Operator	10.23
11090 - Gardener	15.14
11122 - Housekeeping Aide	10.23
11150 - Janitor	10.23
11210 - Laborer, Grounds Maintenance	12.80
11240 - Maid or Houseman	10.03
11260 - Pruner	11.64
11270 - Tractor Operator	14.51
11330 - Trail Maintenance Worker	12.60
11360 - Window Cleaner	11.07
12000 - Health Occupations	
12010 - Ambulance Driver	18.95
12011 - Breath Alcohol Technician	16.75
12012 - Certified Occupational Therapist Assistant	27.17
12015 - Certified Physical Therapist Assistant	23.73
12020 - Dental Assistant	18.09
12025 - Dental Hygienist	38.07
12030 - EKG Technician	30.03
12035 - Electroneurodiagnostic Technologist	30.03
12040 - Emergency Medical Technician	18.95
12071 - Licensed Practical Nurse I	18.01
12072 - Licensed Practical Nurse II	20.15
12073 - Licensed Practical Nurse III	22.47
12100 - Medical Assistant	16.51

12130 - Medical Laboratory Technician	16.92
12160 - Medical Record Clerk	15.91
12190 - Medical Record Technician	16.31
12195 - Medical Transcriptionist	20.17
12210 - Nuclear Medicine Technologist	38.38
12221 - Nursing Assistant I	10.39
12222 - Nursing Assistant II	11.68
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.31
12235 - Optical Dispenser	18.41
12236 - Optical Technician	13.13
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.31
12305 - Radiologic Technologist	29.43
12311 - Registered Nurse I	27.63
12312 - Registered Nurse II	35.14
12313 - Registered Nurse II, Specialist	35.14
12314 - Registered Nurse III	40.94
12315 - Registered Nurse III, Anesthetist	40.94
12316 - Registered Nurse IV	49.04
12317 - Scheduler (Drug and Alcohol Testing)	24.88
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	25.68
13013 - Exhibits Specialist III	32.35
13041 - Illustrator I	21.37
13042 - Illustrator II	25.68
13043 - Illustrator III	32.35
13047 - Librarian	29.32
13050 - Library Aide/Clerk	17.58
13054 - Library Information Technology Systems Administrator	26.48
13058 - Library Technician	18.86
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13073 - Photographer III	21.98
13074 - Photographer IV	26.88
13075 - Photographer V	32.53
13110 - Video Teleconference Technician	20.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.70
14042 - Computer Operator II	17.56
14043 - Computer Operator III	19.59
14044 - Computer Operator IV	21.76
14045 - Computer Operator V	24.09
14071 - Computer Programmer I	(see 1) 22.61
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14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.70
14160 - Personal Computer Support Technician	21.76
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.62
15020 - Aircrew Training Devices Instructor (Rated)	39.42
15030 - Air Crew Training Devices Instructor (Pilot)	40.72
15050 - Computer Based Training Specialist / Instructor	29.62

15060 - Educational Technologist	34.68
15070 - Flight Instructor (Pilot)	40.72
15080 - Graphic Artist	22.57
15090 - Technical Instructor	17.84
15095 - Technical Instructor/Course Developer	20.61
15110 - Test Proctor	16.24
15120 - Tutor	16.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.62
16030 - Counter Attendant	9.62
16040 - Dry Cleaner	12.34
16070 - Finisher, Flatwork, Machine	9.62
16090 - Presser, Hand	9.62
16110 - Presser, Machine, Drycleaning	9.62
16130 - Presser, Machine, Shirts	9.62
16160 - Presser, Machine, Wearing Apparel, Laundry	9.62
16190 - Sewing Machine Operator	13.24
16220 - Tailor	14.02
16250 - Washer, Machine	10.55
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.40
19040 - Tool And Die Maker	25.47
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.40
21030 - Material Coordinator	17.92
21040 - Material Expediter	19.69
21050 - Material Handling Laborer	14.34
21071 - Order Filler	14.13
21080 - Production Line Worker (Food Processing)	18.40
21110 - Shipping Packer	16.09
21130 - Shipping/Receiving Clerk	16.09
21140 - Store Worker I	13.51
21150 - Stock Clerk	17.12
21210 - Tools And Parts Attendant	18.40
21410 - Warehouse Specialist	18.40
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.47
23021 - Aircraft Mechanic I	25.39
23022 - Aircraft Mechanic II	26.47
23023 - Aircraft Mechanic III	27.47
23040 - Aircraft Mechanic Helper	19.61
23050 - Aircraft, Painter	25.84
23060 - Aircraft Servicer	21.97
23080 - Aircraft Worker	23.14
23110 - Appliance Mechanic	21.84
23120 - Bicycle Repairer	13.42
23125 - Cable Splicer	24.46
23130 - Carpenter, Maintenance	22.71
23140 - Carpet Layer	20.85
23160 - Electrician, Maintenance	25.61
23181 - Electronics Technician Maintenance I	20.33
23182 - Electronics Technician Maintenance II	23.14
23183 - Electronics Technician Maintenance III	28.00
23260 - Fabric Worker	19.56
23290 - Fire Alarm System Mechanic	22.68
23310 - Fire Extinguisher Repairer	18.41
23311 - Fuel Distribution System Mechanic	25.17
23312 - Fuel Distribution System Operator	21.51
23370 - General Maintenance Worker	18.24
23380 - Ground Support Equipment Mechanic	25.39
23381 - Ground Support Equipment Servicer	21.97
23382 - Ground Support Equipment Worker	23.14

23391 - Gunsmith I	18.41
23392 - Gunsmith II	20.69
23393 - Gunsmith III	23.01
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.45
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.63
23430 - Heavy Equipment Mechanic	23.00
23440 - Heavy Equipment Operator	24.61
23460 - Instrument Mechanic	23.90
23465 - Laboratory/Shelter Mechanic	21.84
23470 - Laborer	11.62
23510 - Locksmith	20.89
23530 - Machinery Maintenance Mechanic	22.80
23550 - Machinist, Maintenance	20.64
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	23.90
23592 - Metrology Technician II	24.97
23593 - Metrology Technician III	26.19
23640 - Millwright	23.01
23710 - Office Appliance Repairer	20.16
23760 - Painter, Maintenance	18.20
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	26.88
23820 - Pneudraulic Systems Mechanic	23.01
23850 - Rigger	23.01
23870 - Scale Mechanic	20.69
23890 - Sheet-Metal Worker, Maintenance	23.24
23910 - Small Engine Mechanic	16.80
23931 - Telecommunications Mechanic I	21.44
23932 - Telecommunications Mechanic II	22.62
23950 - Telephone Lineman	22.80
23960 - Welder, Combination, Maintenance	21.89
23965 - Well Driller	25.17
23970 - Woodcraft Worker	23.01
23980 - Woodworker	18.21
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.96
24610 - Chore Aide	10.24
24620 - Family Readiness And Support Services Coordinator	15.19
24630 - Homemaker	16.68
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.88
25040 - Sewage Plant Operator	26.90
25070 - Stationary Engineer	22.88
25190 - Ventilation Equipment Tender	17.28
25210 - Water Treatment Plant Operator	26.90
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.00
27007 - Baggage Inspector	11.95
27008 - Corrections Officer	25.60
27010 - Court Security Officer	25.60
27030 - Detection Dog Handler	18.18
27040 - Detention Officer	25.60
27070 - Firefighter	22.91
27101 - Guard I	11.95
27102 - Guard II	18.18
27131 - Police Officer I	30.96
27132 - Police Officer II	34.42
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	11.60
28042 - Carnival Equipment Repairer	12.13
28043 - Carnival Equipment Worker	9.05
28210 - Gate Attendant/Gate Tender	13.43
28310 - Lifeguard	11.84
28350 - Park Attendant (Aide)	15.03
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.62
28630 - Sports Official	12.42
28690 - Swimming Pool Operator	17.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.53
29020 - Hatch Tender	21.53
29030 - Line Handler	21.53
29041 - Stevedore I	20.81
29042 - Stevedore II	23.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.02
30022 - Archeological Technician II	20.17
30023 - Archeological Technician III	24.55
30030 - Cartographic Technician	24.55
30040 - Civil Engineering Technician	22.23
30061 - Drafter/CAD Operator I	18.02
30062 - Drafter/CAD Operator II	20.17
30063 - Drafter/CAD Operator III	22.50
30064 - Drafter/CAD Operator IV	27.19
30081 - Engineering Technician I	16.00
30082 - Engineering Technician II	17.96
30083 - Engineering Technician III	20.10
30084 - Engineering Technician IV	24.88
30085 - Engineering Technician V	30.45
30086 - Engineering Technician VI	36.85
30090 - Environmental Technician	27.01
30210 - Laboratory Technician	17.03
30240 - Mathematical Technician	26.12
30361 - Paralegal/Legal Assistant I	20.22
30362 - Paralegal/Legal Assistant II	25.06
30363 - Paralegal/Legal Assistant III	30.36
30364 - Paralegal/Legal Assistant IV	37.09
30390 - Photo-Optics Technician	24.55
30461 - Technical Writer I	25.32
30462 - Technical Writer II	30.65
30463 - Technical Writer III	32.80
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 22.50
30621 - Weather Observer, Senior	(see 3) 24.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.07
31030 - Bus Driver	17.04
31043 - Driver Courier	15.81
31260 - Parking and Lot Attendant	9.63
31290 - Shuttle Bus Driver	16.04
31310 - Taxi Driver	11.80
31361 - Truckdriver, Light	16.04

31362 - Truckdriver, Medium	17.68
31363 - Truckdriver, Heavy	22.69
31364 - Truckdriver, Tractor-Trailer	22.69
99000 - Miscellaneous Occupations	
99030 - Cashier	10.48
99050 - Desk Clerk	10.44
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.53
99252 - Laboratory Animal Caretaker II	11.22
99310 - Mortician	20.20
99410 - Pest Controller	16.43
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	12.46
99711 - Recycling Specialist	14.37
99730 - Refuse Collector	14.50
99810 - Sales Clerk	14.32
99820 - School Crossing Guard	14.70
99830 - Survey Party Chief	29.98
99831 - Surveying Aide	20.22
99832 - Surveying Technician	21.98
99840 - Vending Machine Attendant	13.60
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	13.60

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

WD 05-2053 (Rev.-19) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Daniel W. Simms	Wage Determination No.: 2005-2053
Director	Revision No.: 19
Division of	Date Of Revision: 07/08/2015
Wage Determinations	

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Riverside, San Bernardino

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.83
01012 - Accounting Clerk II		17.77
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.08
01040 - Court Reporter		19.93
01051 - Data Entry Operator I		12.26
01052 - Data Entry Operator II		13.37
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		11.76
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		11.15
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.20
01263 - Personnel Assistant (Employment) III		22.53
01270 - Production Control Clerk		23.51
01280 - Receptionist		14.51
01290 - Rental Clerk		16.61
01300 - Scheduler, Maintenance		17.39
01311 - Secretary I		17.39
01312 - Secretary II		19.45
01313 - Secretary III		21.90
01320 - Service Order Dispatcher		19.54
01410 - Supply Technician		26.82
01420 - Survey Worker		19.93
01531 - Travel Clerk I		13.19
01532 - Travel Clerk II		13.98

01533 - Travel Clerk III	14.85
01611 - Word Processor I	15.18
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.65
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	13.98
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	13.10
07042 - Cook II	14.36
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	17.59
07260 - Waiter/Waitress	10.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.84
09040 - Furniture Handler	12.46
09080 - Furniture Refinisher	18.16
09090 - Furniture Refinisher Helper	14.86
09110 - Furniture Repairer, Minor	17.40
09130 - Upholsterer	18.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	11.76
11090 - Gardener	19.21
11122 - Housekeeping Aide	12.58
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	10.16
11260 - Pruner	13.27
11270 - Tractor Operator	18.21
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	16.17
12000 - Health Occupations	
12010 - Ambulance Driver	17.85
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	28.73
12015 - Certified Physical Therapist Assistant	26.89
12020 - Dental Assistant	17.27
12025 - Dental Hygienist	40.12
12030 - EKG Technician	25.07
12035 - Electroneurodiagnostic Technologist	25.07
12040 - Emergency Medical Technician	17.85
12071 - Licensed Practical Nurse I	18.38
12072 - Licensed Practical Nurse II	20.68
12073 - Licensed Practical Nurse III	23.72
12100 - Medical Assistant	14.26
12130 - Medical Laboratory Technician	19.73

12160 - Medical Record Clerk	15.93
12190 - Medical Record Technician	18.17
12195 - Medical Transcriptionist	18.08
12210 - Nuclear Medicine Technologist	39.64
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	15.70
12236 - Optical Technician	14.87
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	14.03
12305 - Radiologic Technologist	25.24
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.72
13012 - Exhibits Specialist II	26.91
13013 - Exhibits Specialist III	35.57
13041 - Illustrator I	21.72
13042 - Illustrator II	26.91
13043 - Illustrator III	34.63
13047 - Librarian	29.81
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	26.91
13058 - Library Technician	22.40
13061 - Media Specialist I	19.42
13062 - Media Specialist II	21.72
13063 - Media Specialist III	24.22
13071 - Photographer I	16.93
13072 - Photographer II	18.94
13073 - Photographer III	24.13
13074 - Photographer IV	32.91
13075 - Photographer V	39.80
13110 - Video Teleconference Technician	18.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	28.50
14071 - Computer Programmer I	(see 1) 27.07
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.82
14160 - Personal Computer Support Technician	25.73
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73
15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	39.97

15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	22.59
15090 - Technical Instructor	21.28
15095 - Technical Instructor/Course Developer	26.03
15110 - Test Proctor	18.40
15120 - Tutor	18.40
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.67
16030 - Counter Attendant	9.67
16040 - Dry Cleaner	12.40
16070 - Finisher, Flatwork, Machine	9.67
16090 - Presser, Hand	9.67
16110 - Presser, Machine, Drycleaning	9.67
16130 - Presser, Machine, Shirts	9.67
16160 - Presser, Machine, Wearing Apparel, Laundry	9.67
16190 - Sewing Machine Operator	13.33
16220 - Tailor	14.24
16250 - Washer, Machine	10.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.83
19040 - Tool And Die Maker	21.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.58
21030 - Material Coordinator	22.14
21040 - Material Expediter	22.14
21050 - Material Handling Laborer	16.24
21071 - Order Filler	14.17
21080 - Production Line Worker (Food Processing)	14.58
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	10.87
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	14.58
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.91
23021 - Aircraft Mechanic I	26.83
23022 - Aircraft Mechanic II	28.31
23023 - Aircraft Mechanic III	29.39
23040 - Aircraft Mechanic Helper	18.96
23050 - Aircraft, Painter	24.00
23060 - Aircraft Servicer	21.46
23080 - Aircraft Worker	22.69
23110 - Appliance Mechanic	21.63
23120 - Bicycle Repairer	13.98
23125 - Cable Splicer	31.83
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	23.38
23160 - Electrician, Maintenance	29.81
23181 - Electronics Technician Maintenance I	25.49
23182 - Electronics Technician Maintenance II	27.44
23183 - Electronics Technician Maintenance III	28.89
23260 - Fabric Worker	19.50
23290 - Fire Alarm System Mechanic	21.08
23310 - Fire Extinguisher Repairer	18.50
23311 - Fuel Distribution System Mechanic	27.85
23312 - Fuel Distribution System Operator	20.98
23370 - General Maintenance Worker	21.13
23380 - Ground Support Equipment Mechanic	26.83
23381 - Ground Support Equipment Servicer	21.46
23382 - Ground Support Equipment Worker	22.69
23391 - Gunsmith I	18.50

23392 - Gunsmith II	21.93
23393 - Gunsmith III	24.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.79
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.44
23430 - Heavy Equipment Mechanic	25.21
23440 - Heavy Equipment Operator	29.54
23460 - Instrument Mechanic	27.28
23465 - Laboratory/Shelter Mechanic	23.62
23470 - Laborer	12.83
23510 - Locksmith	19.84
23530 - Machinery Maintenance Mechanic	27.12
23550 - Machinist, Maintenance	24.78
23580 - Maintenance Trades Helper	13.51
23591 - Metrology Technician I	27.28
23592 - Metrology Technician II	28.38
23593 - Metrology Technician III	30.20
23640 - Millwright	22.51
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	25.18
23810 - Plumber, Maintenance	23.72
23820 - Pneudraulic Systems Mechanic	24.85
23850 - Rigger	24.85
23870 - Scale Mechanic	21.93
23890 - Sheet-Metal Worker, Maintenance	22.86
23910 - Small Engine Mechanic	17.79
23931 - Telecommunications Mechanic I	24.47
23932 - Telecommunications Mechanic II	25.86
23950 - Telephone Lineman	23.53
23960 - Welder, Combination, Maintenance	19.51
23965 - Well Driller	28.17
23970 - Woodcraft Worker	24.85
23980 - Woodworker	16.95
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.40
24610 - Chore Aide	9.75
24620 - Family Readiness And Support Services Coordinator	13.84
24630 - Homemaker	17.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	26.22
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	18.08
25210 - Water Treatment Plant Operator	26.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.31
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01
27010 - Court Security Officer	31.00
27030 - Detection Dog Handler	15.95
27040 - Detention Officer	31.01
27070 - Firefighter	25.20
27101 - Guard I	13.15
27102 - Guard II	15.95
27131 - Police Officer I	36.78
27132 - Police Officer II	40.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.51

28042 - Carnival Equipment Repairer	13.48
28043 - Carnival Equipment Worker	9.48
28210 - Gate Attendant/Gate Tender	14.46
28310 - Lifeguard	12.86
28350 - Park Attendant (Aide)	16.18
28510 - Recreation Aide/Health Facility Attendant	11.81
28515 - Recreation Specialist	19.86
28630 - Sports Official	12.86
28690 - Swimming Pool Operator	18.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.99
29020 - Hatch Tender	21.99
29030 - Line Handler	21.99
29041 - Stevedore I	21.28
29042 - Stevedore II	23.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.85
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.26
30021 - Archeological Technician I	23.33
30022 - Archeological Technician II	24.00
30023 - Archeological Technician III	34.21
30030 - Cartographic Technician	34.35
30040 - Civil Engineering Technician	27.74
30061 - Drafter/CAD Operator I	24.64
30062 - Drafter/CAD Operator II	27.72
30063 - Drafter/CAD Operator III	30.79
30064 - Drafter/CAD Operator IV	37.88
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	26.89
30210 - Laboratory Technician	23.13
30240 - Mathematical Technician	33.92
30361 - Paralegal/Legal Assistant I	21.25
30362 - Paralegal/Legal Assistant II	26.32
30363 - Paralegal/Legal Assistant III	32.20
30364 - Paralegal/Legal Assistant IV	38.69
30390 - Photo-Optics Technician	33.63
30461 - Technical Writer I	23.87
30462 - Technical Writer II	29.19
30463 - Technical Writer III	35.70
30491 - Unexploded Ordnance (UXO) Technician I	25.32
30492 - Unexploded Ordnance (UXO) Technician II	30.64
30493 - Unexploded Ordnance (UXO) Technician III	36.72
30494 - Unexploded (UXO) Safety Escort	25.32
30495 - Unexploded (UXO) Sweep Personnel	25.32
30620 - Weather Observer, Combined Upper Air Or (see 2)	29.03
Surface Programs	
30621 - Weather Observer, Senior (see 2)	32.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.97
31030 - Bus Driver	19.85
31043 - Driver Courier	13.10
31260 - Parking and Lot Attendant	10.20
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	11.90
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	21.82

31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	11.25
99095 - Embalmer	22.03
99251 - Laboratory Animal Caretaker I	12.73
99252 - Laboratory Animal Caretaker II	13.81
99310 - Mortician	25.51
99410 - Pest Controller	16.58
99510 - Photofinishing Worker	15.19
99710 - Recycling Laborer	20.68
99711 - Recycling Specialist	26.15
99730 - Refuse Collector	17.96
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	10.19
99830 - Survey Party Chief	38.64
99831 - Surveying Aide	20.42
99832 - Surveying Technician	27.93
99840 - Vending Machine Attendant	14.10
99841 - Vending Machine Repairer	16.77
99842 - Vending Machine Repairer Helper	14.10

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

WD 05-2027 (Rev.-20) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Daniel W. Simms	Wage Determination No.: 2005-2027
Director	Revision No.: 20
Division of	Date Of Revision: 07/08/2015
Wage Determinations	

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Arizona

Area: Arizona Counties of La Paz, Yuma

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.75
01012 - Accounting Clerk II		14.31
01013 - Accounting Clerk III		17.65
01020 - Administrative Assistant		16.97
01040 - Court Reporter		16.30
01051 - Data Entry Operator I		11.13
01052 - Data Entry Operator II		12.15
01060 - Dispatcher, Motor Vehicle		16.43
01070 - Document Preparation Clerk		10.80
01090 - Duplicating Machine Operator		10.80
01111 - General Clerk I		11.65
01112 - General Clerk II		12.71
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		15.36
01141 - Messenger Courier		8.80
01191 - Order Clerk I		12.17
01192 - Order Clerk II		15.17
01261 - Personnel Assistant (Employment) I		13.42
01262 - Personnel Assistant (Employment) II		15.01
01263 - Personnel Assistant (Employment) III		16.74
01270 - Production Control Clerk		18.61
01280 - Receptionist		11.97
01290 - Rental Clerk		12.09
01300 - Scheduler, Maintenance		12.12
01311 - Secretary I		12.12
01312 - Secretary II		13.56
01313 - Secretary III		15.36
01320 - Service Order Dispatcher		14.18
01410 - Supply Technician		16.97
01420 - Survey Worker		13.05
01531 - Travel Clerk I		11.73
01532 - Travel Clerk II		12.37

01533 - Travel Clerk III	12.98
01611 - Word Processor I	12.18
01612 - Word Processor II	14.07
01613 - Word Processor III	16.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.69
05010 - Automotive Electrician	19.99
05040 - Automotive Glass Installer	19.24
05070 - Automotive Worker	19.24
05110 - Mobile Equipment Servicer	17.70
05130 - Motor Equipment Metal Mechanic	20.69
05160 - Motor Equipment Metal Worker	19.24
05190 - Motor Vehicle Mechanic	20.32
05220 - Motor Vehicle Mechanic Helper	16.60
05250 - Motor Vehicle Upholstery Worker	18.53
05280 - Motor Vehicle Wrecker	19.24
05310 - Painter, Automotive	19.99
05340 - Radiator Repair Specialist	19.24
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	20.69
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.00
07041 - Cook I	12.16
07042 - Cook II	13.21
07070 - Dishwasher	8.28
07130 - Food Service Worker	10.02
07210 - Meat Cutter	15.12
07260 - Waiter/Waitress	8.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.99
09040 - Furniture Handler	13.64
09080 - Furniture Refinisher	18.99
09090 - Furniture Refinisher Helper	15.77
09110 - Furniture Repairer, Minor	17.61
09130 - Upholsterer	18.99
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.52
11060 - Elevator Operator	9.52
11090 - Gardener	12.04
11122 - Housekeeping Aide	10.16
11150 - Janitor	10.16
11210 - Laborer, Grounds Maintenance	9.77
11240 - Maid or Houseman	8.58
11260 - Pruner	8.92
11270 - Tractor Operator	11.46
11330 - Trail Maintenance Worker	9.77
11360 - Window Cleaner	10.52
12000 - Health Occupations	
12010 - Ambulance Driver	13.80
12011 - Breath Alcohol Technician	16.90
12012 - Certified Occupational Therapist Assistant	21.62
12015 - Certified Physical Therapist Assistant	21.62
12020 - Dental Assistant	15.58
12025 - Dental Hygienist	38.82
12030 - EKG Technician	26.78
12035 - Electroneurodiagnostic Technologist	26.78
12040 - Emergency Medical Technician	13.80
12071 - Licensed Practical Nurse I	15.79
12072 - Licensed Practical Nurse II	17.66
12073 - Licensed Practical Nurse III	19.70
12100 - Medical Assistant	14.35
12130 - Medical Laboratory Technician	15.79

12160 - Medical Record Clerk	12.08
12190 - Medical Record Technician	14.58
12195 - Medical Transcriptionist	15.79
12210 - Nuclear Medicine Technologist	38.82
12221 - Nursing Assistant I	10.63
12222 - Nursing Assistant II	11.95
12223 - Nursing Assistant III	13.04
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	16.90
12236 - Optical Technician	15.46
12250 - Pharmacy Technician	12.89
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	25.83
12311 - Registered Nurse I	20.27
12312 - Registered Nurse II	24.68
12313 - Registered Nurse II, Specialist	24.68
12314 - Registered Nurse III	29.86
12315 - Registered Nurse III, Anesthetist	29.86
12316 - Registered Nurse IV	35.79
12317 - Scheduler (Drug and Alcohol Testing)	21.89
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.75
13012 - Exhibits Specialist II	20.68
13013 - Exhibits Specialist III	24.54
13041 - Illustrator I	17.75
13042 - Illustrator II	20.68
13043 - Illustrator III	24.54
13047 - Librarian	20.34
13050 - Library Aide/Clerk	11.81
13054 - Library Information Technology Systems Administrator	18.67
13058 - Library Technician	14.06
13061 - Media Specialist I	13.25
13062 - Media Specialist II	14.83
13063 - Media Specialist III	16.53
13071 - Photographer I	14.69
13072 - Photographer II	18.91
13073 - Photographer III	22.03
13074 - Photographer IV	26.14
13075 - Photographer V	31.63
13110 - Video Teleconference Technician	13.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.50
14042 - Computer Operator II	17.36
14043 - Computer Operator III	20.82
14044 - Computer Operator IV	22.18
14045 - Computer Operator V	24.57
14071 - Computer Programmer I	(see 1) 20.98
14072 - Computer Programmer II	(see 1) 25.99
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 27.36
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.50
14160 - Personal Computer Support Technician	23.85
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.36
15020 - Aircrew Training Devices Instructor (Rated)	33.10
15030 - Air Crew Training Devices Instructor (Pilot)	38.70
15050 - Computer Based Training Specialist / Instructor	27.36
15060 - Educational Technologist	22.07

15070 - Flight Instructor (Pilot)	38.70
15080 - Graphic Artist	22.91
15090 - Technical Instructor	19.79
15095 - Technical Instructor/Course Developer	23.80
15110 - Test Proctor	15.98
15120 - Tutor	15.98
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.23
16030 - Counter Attendant	9.23
16040 - Dry Cleaner	10.56
16070 - Finisher, Flatwork, Machine	9.23
16090 - Presser, Hand	9.23
16110 - Presser, Machine, Drycleaning	9.23
16130 - Presser, Machine, Shirts	9.23
16160 - Presser, Machine, Wearing Apparel, Laundry	9.23
16190 - Sewing Machine Operator	11.00
16220 - Tailor	11.44
16250 - Washer, Machine	9.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.83
19040 - Tool And Die Maker	24.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.54
21030 - Material Coordinator	18.61
21040 - Material Expediter	18.61
21050 - Material Handling Laborer	10.33
21071 - Order Filler	10.72
21080 - Production Line Worker (Food Processing)	13.54
21110 - Shipping Packer	12.37
21130 - Shipping/Receiving Clerk	12.37
21140 - Store Worker I	12.48
21150 - Stock Clerk	16.40
21210 - Tools And Parts Attendant	13.54
21410 - Warehouse Specialist	13.54
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.45
23021 - Aircraft Mechanic I	23.56
23022 - Aircraft Mechanic II	24.45
23023 - Aircraft Mechanic III	25.32
23040 - Aircraft Mechanic Helper	18.91
23050 - Aircraft, Painter	22.77
23060 - Aircraft Servicer	21.11
23080 - Aircraft Worker	21.92
23110 - Appliance Mechanic	19.27
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	20.64
23130 - Carpenter, Maintenance	18.13
23140 - Carpet Layer	17.90
23160 - Electrician, Maintenance	19.95
23181 - Electronics Technician Maintenance I	16.49
23182 - Electronics Technician Maintenance II	19.82
23183 - Electronics Technician Maintenance III	23.73
23260 - Fabric Worker	18.49
23290 - Fire Alarm System Mechanic	20.07
23310 - Fire Extinguisher Repairer	16.06
23311 - Fuel Distribution System Mechanic	20.07
23312 - Fuel Distribution System Operator	16.06
23370 - General Maintenance Worker	17.45
23380 - Ground Support Equipment Mechanic	23.56
23381 - Ground Support Equipment Servicer	21.11
23382 - Ground Support Equipment Worker	21.92
23391 - Gunsmith I	15.73

23392 - Gunsmith II	17.90
23393 - Gunsmith III	20.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.70
23430 - Heavy Equipment Mechanic	21.65
23440 - Heavy Equipment Operator	20.31
23460 - Instrument Mechanic	20.07
23465 - Laboratory/Shelter Mechanic	18.99
23470 - Laborer	10.33
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.66
23550 - Machinist, Maintenance	19.26
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	20.07
23592 - Metrology Technician II	20.83
23593 - Metrology Technician III	21.57
23640 - Millwright	20.07
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.35
23790 - Pipefitter, Maintenance	18.76
23810 - Plumber, Maintenance	18.13
23820 - Pneudraulic Systems Mechanic	20.07
23850 - Rigger	20.07
23870 - Scale Mechanic	17.90
23890 - Sheet-Metal Worker, Maintenance	18.76
23910 - Small Engine Mechanic	17.90
23931 - Telecommunications Mechanic I	20.07
23932 - Telecommunications Mechanic II	22.87
23950 - Telephone Lineman	20.07
23960 - Welder, Combination, Maintenance	18.76
23965 - Well Driller	20.07
23970 - Woodcraft Worker	20.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.53
24580 - Child Care Center Clerk	12.27
24610 - Chore Aide	11.28
24620 - Family Readiness And Support Services Coordinator	14.82
24630 - Homemaker	17.08
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.74
25040 - Sewage Plant Operator	20.34
25070 - Stationary Engineer	21.50
25190 - Ventilation Equipment Tender	15.69
25210 - Water Treatment Plant Operator	20.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.87
27007 - Baggage Inspector	9.99
27008 - Corrections Officer	19.04
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	16.99
27040 - Detention Officer	19.04
27070 - Firefighter	18.02
27101 - Guard I	9.99
27102 - Guard II	16.99
27131 - Police Officer I	22.61
27132 - Police Officer II	25.13
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.99

28042 - Carnival Equipment Repairer	14.91
28043 - Carnival Equipment Worker	10.02
28210 - Gate Attendant/Gate Tender	14.90
28310 - Lifeguard	13.28
28350 - Park Attendant (Aide)	16.67
28510 - Recreation Aide/Health Facility Attendant	12.17
28515 - Recreation Specialist	16.89
28630 - Sports Official	13.28
28690 - Swimming Pool Operator	16.16
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.06
29020 - Hatch Tender	17.06
29030 - Line Handler	17.06
29041 - Stevedore I	16.24
29042 - Stevedore II	18.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.51
30022 - Archeological Technician II	18.73
30023 - Archeological Technician III	24.28
30030 - Cartographic Technician	24.91
30040 - Civil Engineering Technician	24.94
30061 - Drafter/CAD Operator I	17.97
30062 - Drafter/CAD Operator II	20.10
30063 - Drafter/CAD Operator III	22.42
30064 - Drafter/CAD Operator IV	27.53
30081 - Engineering Technician I	15.26
30082 - Engineering Technician II	17.97
30083 - Engineering Technician III	20.10
30084 - Engineering Technician IV	24.91
30085 - Engineering Technician V	30.47
30086 - Engineering Technician VI	36.86
30090 - Environmental Technician	24.91
30210 - Laboratory Technician	20.88
30240 - Mathematical Technician	24.91
30361 - Paralegal/Legal Assistant I	18.14
30362 - Paralegal/Legal Assistant II	22.56
30363 - Paralegal/Legal Assistant III	27.60
30364 - Paralegal/Legal Assistant IV	32.86
30390 - Photo-Optics Technician	24.91
30461 - Technical Writer I	23.42
30462 - Technical Writer II	28.63
30463 - Technical Writer III	34.64
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	19.22
Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.34
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.12
31030 - Bus Driver	14.96
31043 - Driver Courier	13.23
31260 - Parking and Lot Attendant	10.30
31290 - Shuttle Bus Driver	14.21
31310 - Taxi Driver	11.36
31361 - Truckdriver, Light	14.21
31362 - Truckdriver, Medium	15.17

31363 - Truckdriver, Heavy	15.95
31364 - Truckdriver, Tractor-Trailer	15.95
99000 - Miscellaneous Occupations	
99030 - Cashier	9.53
99050 - Desk Clerk	10.06
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	14.15
99252 - Laboratory Animal Caretaker II	15.19
99310 - Mortician	22.74
99410 - Pest Controller	13.60
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.32
99711 - Recycling Specialist	17.93
99730 - Refuse Collector	14.90
99810 - Sales Clerk	12.75
99820 - School Crossing Guard	13.78
99830 - Survey Party Chief	29.02
99831 - Surveying Aide	18.06
99832 - Surveying Technician	24.77
99840 - Vending Machine Attendant	15.76
99841 - Vending Machine Repairer	18.25
99842 - Vending Machine Repairer Helper	15.21

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

ELINS

ATTACHMENT J-0200000-07
 EXHIBIT LINE ITEM NUMBERS
 SOLICITATION/CONTRACT N62473-16-R-1005
 EXHIBIT A - E - CLIN 0001

Line Item 0001 Indefinite Delivery / Indefinite Quantity Price -

Summary

PROVIDE PRICES FOR BSVE BODY WORK AND PAINTING - INDEFINITE DELIVERY / INDEFINITE QUANTITY - IN ACCORDANCE WITH SECTION C, SPEC ITEM 4

Summary Sheet Base and all Four Option Periods

Description						Total	
Base Period IDIQ						\$0.00	
Option Period One IDIQ						\$0.00	
Option Period Two IDIQ						\$0.00	
TOTAL IDIQ						\$0.00	

ATTACHMENT J-0200000-07
 EXHIBIT LINE ITEM NUMBERS
 SOLICITATION/CONTRACT N62473-16-R-1005
 EXHIBIT A - CLIN 0001

Line Item 0001 Indefinite Delivery / Indefinite Quantity Price - Base Period

PROVIDE PRICES FOR BSVE BODY WORK AND PAINTING - INDEFINITE DELIVERY / INDEFINITE QUANTITY -
 IN ACCORDANCE WITH SECTION C, SPEC ITEM 4
 ELINs A001 through A017

ELI N	Product Name	Description Extended	Estimate d Quantity	Unit of Issue	Unit Price	Extended Price	IMAP CAC(s)
A001	Vehicle Painter	Fully burdened labor rate for a vehicle painter. This rate is to include paint, all overhead, and consumable materials required to paint a vehicle. Consumable material are items such as body fillers, primers, adhesives, tape, stir sticks, cleaners, sandpaper, thinner, drop cloths, rags, filters, etc.	335	HR		\$0.00	
A002	Vehicle Body Worker/ Paint Preparation	Fully burdened labor rate for a vehicle body worker. This rate is to include all overhead, and consumable materials required to perform body work, and/or prepare a vehicle for paint. Consumable material are items such as body fillers, primers, adhesives, tape, stir sticks, cleaners, sandpaper, thinner, drop cloths, rags, filters, etc.	523	HR		\$0.00	
A003	Vehicle Transportation - Light Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	120	MI		\$0.00	
A004	Vehicle Transportation - Medium Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	230	MI		\$0.00	
A005	Vehicle Transportation - Heavy Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	120	MI		\$0.00	
		TOTAL INDEFINITE QUANTITY PRICE BASE YEAR				\$0.00	

ATTACHMENT J-0200000-07
 EXHIBIT LINE ITEM NUMBERS
 SOLICITATION/CONTRACT N62473-16-R-1005
 EXHIBIT B - CLIN 0001

Line Item 0001 Indefinite Delivery / Indefinite Quantity Price - Option Period 1

PROVIDE PRICES FOR BSVE BODY WORK AND PAINTING - INDEFINITE DELIVERY / INDEFINITE QUANTITY - IN ACCORDANCE WITH SECTION C, SPEC ITEM 4

ELINs B001 through B017

ELIN	Product Name	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price	IMAP CAC(s)	
B001	Vehicle Painter	Fully burdened labor rate for a vehicle painter. This rate is to include paint, all overhead, and consumable materials required to paint a vehicle. Consumable material are items such as body fillers, primers, adhesives, tape, stir sticks, cleaners, sandpaper, thinner, drop cloths, rags, filters, etc.	335	HR		\$0.00		
B002	Vehicle Body Worker/ Paint Preparation	Fully burdened labor rate for a vehicle body worker. This rate is to include all overhead, and consumable materials required to perform body work, and/or prepare a vehicle for paint. Consumable material are items such as body fillers, primers, adhesives, tape, stir sticks, cleaners, sandpaper, thinner, drop cloths, rags, filters, etc.	523	HR		\$0.00		
B003	Vehicle Transportation - Light Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	120	MI		\$0.00		
B004	Vehicle Transportation - Medium Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	230	MI		\$0.00		
B005	Vehicle Transportation - Heavy Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	120	MI		\$0.00		
		TOTAL INDEFINITE QUANTITY PRICE OPTION YEAR ONE					\$0.00	

ATTACHMENT J-0200000-07
 EXHIBIT LINE ITEM NUMBERS
 SOLICITATION/CONTRACT N62473-16-R-1005
 EXHIBIT C - CLIN 0001

Line Item 0001 Indefinite Delivery / Indefinite Quantity Price - Option Period Two

PROVIDE PRICES FOR BSVE BODY WORK AND PAINTING - INDEFINITE DELIVERY / INDEFINITE QUANTITY - IN ACCORDANCE WITH SECTION C, SPEC ITEM 4

ELINs C001 through C017

ELIN	Product Name	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price	IMAP CAC(s)
C001	Vehicle Painter	Fully burdened labor rate for a vehicle painter. This rate is to include paint, all overhead, and consumable materials required to paint a vehicle. Consumable material are items such as body fillers, primers, adhesives, tape, stir sticks, cleaners, sandpaper, thinner, drop cloths, rags, filters, etc.	335	HR		\$0.00	
C002	Vehicle Body Worker/ Paint Preparation	Fully burdened labor rate for a vehicle body worker. This rate is to include all overhead, and consumable materials required to perform body work, and/or prepare a vehicle for paint. Consumable material are items such as body fillers, primers, adhesives, tape, stir sticks, cleaners, sandpaper, thinner, drop cloths, rags, filters, etc.	523	HR		\$0.00	
C003	Vehicle Transportation - Light Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	120	MI		\$0.00	
C004	Vehicle Transportation - Medium Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	230	MI		\$0.00	
C005	Vehicle Transportation - Heavy Duty	When a vehicle is to be repaired at the Contractor's location, the Contractor shall transport the vehicle to be repaired from vehicle's location to the contractor's facility. Upon the completion of the repair the contractor will transport the vehicle back to the location designated by the Government.	120	MI		\$0.00	
		TOTAL INDEFINITE QUANTITY PRICE OPTION YEAR TWO				\$0.00	

UNITS OF MEASURE

AC	Acre
AM	Ampoule
AT	Assortment
AY	Assembly
BA	Ball
BD	Bundle
BE	Bale
BF	Board Foot
BG	Bag
BK	Book
BL	Barrel
BO	Bolt
BQ	Briquet
BR	Bar
BT	Bottle
BX	Box
CA	Cartridge
CB	Carboy
CC	Cubic Centimeter
CD	Cubic Yard
CE	Cone
CF	Cubic Foot
CG	Centigram
CI	Cubic Inch
CK	Cake
CL	Coil
CM	Centimeter
CN	Can
CO	Container
CU	Curie
CY	Cylinder
CZ	Cubic Meter
DA	Days
DC	Decagram
DE	Decimeter
DG	Decigram
DL	Deciliter
DM	Dram
DO	Dollars
DR	Drum
DW	Pennyweight
DZ	Dozen
EA	Each
EN	Each Collection

FR	Frame
FT	Foot
FV	Five
FY	Fifty
GG	Great Gross
GI	Gill
GL	Gallon
GM	Gram
GN	Grain
GP	Group
GR	Gross
HD	Hundred
HF	Hundred Feet
HK	Hank
HP	Hundred Pounds
HR	Hours
HS	Hundred Square Feet
HW	Hundred Weight
HY	Hundred Yards
IN	Inch
JR	Jar
KG	Kilogram
KM	Kilometer
KR	Carat
KT	Kit
LB	Pound
LF	Linear Foot
LG	Length
LH	Labor Hours
LI	Liter
LM	Linear Meter
LO	Lot
LS	Lump Sum
LY	Linear Yard
MC	Thousand Cubic Feet
ME	Meal
MF	Thousand Feet
MG	Milligram
MI	Mile
ML	Milliliter
MM	Millimeter
MO	Months
MR	Meter
MX	Thousand

PD	Pad
PG	Package
PI	Pillow
PM	Plate
PR	Pair
PT	Pint
PX	Pellet
PZ	Packet
QT	Quart
RA	Ration
RD	Round
RL	Reel
RM	Ream
RO	Roll
RX	Thousand Rounds
SB	Square Mile
SC	Square Centimeters
SD	Skid
SE	Set
SF	Square Foot
SH	Sheet
SI	Square Inch
SK	Skein
SL	Spool
SM	Square Meter
SO	Shot
SP	Strip
SQ	Square
SX	Stick
SY	Square Yard
TC	Truckload
TD	Twenty-Four
TE	Ten
TF	Twenty-Five
TG	Gross Ton
TN	Ton
TO	Troy Ounce
TS	Thirty-Six
TT	Tablet
TU	Tube
UN	Unit
US	US U.S.P Unit
VI	Vial
WK	Week

EX	Exposure
FD	Fold

OT	Outfit
OZ	Ounce

YD	Yard
YR	Years

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.		

Vehicle Bodywork & Painting Services
FFP

This is an Indefinite Delivery Indefinite Quantity (IDIQ) Commercial Items Single Award Service Contract for Vehicle Bodywork & Painting Services for Southwest Region Fleet Transportation, Camp Pendleton, CA. The task order range for this contract is between \$2,500 and \$100,000.

Base Period

April 1, 2016 thru March 31, 2017

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.		

Vehicle Bodywork & Painting Services
FFP

Option Period One

April 1, 2017 thru March 31, 2018

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Vehicle Bodywork & Painting Services FFP Option Period Two April 1, 2018 thru March 31, 2019 FOB: Destination	1	Dollars, U.S.		

NET AMT

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
2,500.00	\$2,500.00	100,000.00	\$100,000.00

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-FEB-2016 TO 31-JAN-2017	N/A	MARINE CORPS BASE CAMP PENDLETON OCEANSIDE CA 92054 FOB: Destination	M00681
0002	POP 01-FEB-2017 TO 31-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00681
0003	POP 01-FEB-2018 TO 31-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M00681

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-- Representation	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-3	Offeror Representations and Certification--Commercial Items	NOV 2015
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (NOV 2015) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.212-4 Alt I	Contract Terms and Conditions--Commercial Items (MAY 2015) Alternate I	MAY 2014
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	NOV 2015
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019)	NOV 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements--Commercial Item Acquisition	FEB 2007
52.217-3	Evaluation Exclusive Of Options	APR 1984
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.217-6	Option For Increased Quantity	MAR 1989
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013

52.223-4	Recovered Material Certification	MAY 2008
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
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
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.245-1	Government Property	APR 2012
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7000 Alt I	Buy American--Balance of Payments Program Certificate --Alternate I (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7017	Photovoltaic Devices	OCT 2015
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
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	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7007	Liability and Insurance	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and

commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE I (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format:

Refer to FAR 15.408, Table 15-2 Instructions for Submitting Cost/Price Proposals when Certified Cost or Pricing Data are Required.

(End of provision)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: Refer to FAR 15.408, Table 15-2 Instructions for Submitting Cost/Price Proposals when Certified Cost or Pricing Data are Required.

(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 **date of contract award until expiration, as identified at time of award.**

(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 **\$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 **\$100,000.00 (unless accepted by the Contractor).**

(2) Any order for a combination of items in excess of **\$100,000.00 (unless accepted by the Contractor);** 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 contract expiration date**.
(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 of contract expiration**.
(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **811121**.

(2) The small business size standard is **\$7.5million**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **811121**.

(2) The small business size standard is **\$7.5million**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

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

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

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

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

(3) For long-term contracts--

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 811121- assigned to contract number N62473-16-D-1005.

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

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

See attached DOL Wage Decisions.
(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.
(If none, insert "None")

— —
— —

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items.

Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.
(End of clause)

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

Funds are not presently available for performance under this contract beyond FY16. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY16, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: **Various Government Vehicles, to be identified at the Task Order level.**

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"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, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(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>

(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/vdfdara.htm>

(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.

(b) The use in this solicitation of any N/A (48 CFR Chapter N/A) 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 (48 CFR N/A) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-0003 LINE ITEM SPECIFIC: CONTRACTING OFFICER SPECIFIED ACRN ORDER. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item	ACRN Order
-----------	------------

Will be completed/filled in at the Task Order Level

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

Will be completed/filled in at the Task Order Level

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

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____

Service Acceptor (DoDAAC) _____
 Accept at Other DoDAAC _____
 LPO DoDAAC _____
 DCAA Auditor DoDAAC _____
 Other DoDAAC(s) _____

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

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

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

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

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

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

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

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

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

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

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)

5252.217-9301 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**.

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

5252.223-9301 WILDLIFE PRESERVATION (JUN 1994)

Numerous areas under NAVFAC Southwest's footprint are designated wildlife preservation areas. 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: (list as applicable)

Will be completed/filled in at the Task Order Level

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.

5252.237-9300 SCHEDULE OF DEDUCTIONS (NOV 1998)

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

Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a

Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUNE 1994)

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

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.

5252.242-9305 PREPERFORMANCE CONFERENCE (JUL 1995)

Within 30 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.

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.

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-1700000-03**.

(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-1700000-03** 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: **will be determined at the task order level**, 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.

(e) Availability of Services. The Government will/will not provide custodial services and/or refuse collection from existing collection points. Attachment J 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.

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.

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

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