

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 164						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N40080-15-R-0304						
6. SOLICITATION ISSUE DATE 23-Feb-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME JUSTIN LLOYD		b. TELEPHONE NUMBER (No Collect Calls) 202-433-0908		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 16 Mar 2015						
9. ISSUED BY NAVAL FACILITIES ENG COMMAND WASHINGTON 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 TEL: FAX:			CODE N40080		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 NAICS: 561790		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY CODE							
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE			CODE		18a. PAYMENT WILL BE MADE BY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 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 checked="" 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 checked="" 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>1</u> COPIES 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. <input checked="" type="checkbox"/>						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 (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period FFP PWD Washington FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Period IQ PWD Washington FFP See ELINS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Base Period FFP PWD Bethesda FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Base Period IQ PWD Bethesda FFP See ELINS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	1st Option Period FFP PWD Washington FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	1st Option Period IQ PWD Washington FFP See ELINS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	1st Option Period FFP PWD Bethesda FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	1st Option Period IQ PWD Bethesda FFP See ELINS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	2nd Option Period FFP PWD Washington FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	2nd Option Period IQ PWD Washington FFP See ELINS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	2nd Option Period FFP PWD Bethesda FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	2nd Option Period IQ PWD Bethesda FFP See ELINS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Each		
OPTION	3rd Option Period FFP PWD Washington FFP See ELINS FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014			Each		
OPTION	3rd Option Period IQ PWD Washington FFP See ELINS FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	3rd Option Period FFP PWD Bethesda FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	3rd Option Period IQ PWD Bethesda FFP See ELINS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	4th Option Period FFP PWD Washington FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	4th Option Period IQ PWD Washington FFP See ELINS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 OPTION	4th Option Period FFP PWD Bethesda FFP See ELINS FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	4th Option Period IQ PWD Bethesda FFP See ELINS FOB: Destination		Each		

NET AMT

SPECIAL CONTRACT REQUIREMENT

GENERAL INFORMATION

- 1 **Contract Title:** Facilities Support Services at Naval Research Laboratory, Washington, D.C.
- 2 **Type of Contract:** This is a combination Firm-Fixed Price (FFP) / Indefinite Delivery Indefinite Quantity (IDIQ) type contract.
- 3 **Minimum Guarantee:** The Firm-Fixed Price portion of the contract is the minimum guarantee. Refer to NFAS 5252.216-9313 MINIMUM AND MAXMUM QUANTITIES.
- 4 **Set-Aside:** This procurement is being set-aside for 100% small businesses.
- 5 **NAICS Code:** The NAICS Code assigned to this procurement is 561790 with a small business size standard of \$7,500,000.00. Refer to On-Line Representations and Certifications Applications (ORCA) via <https://www.sam.gov/portal/public/SAM> (FAR 52.219-1 Small Business Program Representation (May 2004)).
- 6 **Wage Determination (Service)/Collective Bargaining Agreement (CB):** Service Contract Act (SCA) Wage Determination and a Collective Bargaining Agreement are included in this solicitation. Refer to Section J.
- 7 **Contract Term:** This contract contains provision for a Base Period with 4 option periods, not to exceed a total of five (5) years. The Government reserves the right to have a reduced base year. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clause, 5252.217-9301, Option to Extend the Term of Contract-Services. In the option periods, the Government may adjust the prices, if applicable, based on the new Department of Labor Wage Determination.
- 8 **Bid Guarantee/Bonding Requirements:** NOT REQUIRED for this procurement.
- 9 **Period of Performance:** The proposed phase-in period, base period and option periods are as follows:

Phase-In Period	01 April 2015 through 30 May 2015
Base Period	01 June 2015 through 31 May 2016
1 st Option	01 June 2016 through 31 May 2017
2 nd Option	01 June 2017 through 31 May 2018

3rd Option 01 June 2018 through 31 May 2019
 4th Option 01 June 2019 through 31 May 2020

12 Contract Line Items (CLINs): Description of the basic contract line items (CLINs), and option CLINs:

CLIN	Description
CLIN 0001	Base Period Firm Fixed Price PWD Washington - NRL
CLIN 0002	Base Period Indefinite Quantity PWD Washington
CLIN 0003	Base Period Firm Fixed Price PWD Bethesda
CLIN 0004	Base Period Indefinite Quantity PWD Bethesda
CLIN 0005	1st Option Period Fixed Price PWD Washington - NRL
CLIN 0006	1st Option Period Indefinite Quantity PWD Washington
CLIN 0007	1st Option Period Firm Fixed Price PWD Bethesda
CLIN 0008	1st Option Period Indefinite Quantity PWD Bethesda
CLIN 0009	2nd Option Period Firm Fixed Price PWD Washington - NRL
CLIN 0010	2nd Option Period Indefinite Quantity PWD Washington
CLIN 0011	2nd Option Period Firm Fixed Price PWD Bethesda
CLIN 0012	2nd Option Period Indefinite Quantity PWD Bethesda
CLIN 0013	3rd Option Period Firm Fixed Price PWD Washington - NRL
CLIN 0014	3rd Option Period Indefinite Quantity PWD Washington
CLIN 0015	3rd Option Period Firm Fixed Price PWD Bethesda
CLIN 0016	3rd Option Period Indefinite Quantity PWD Bethesda
CLIN 0017	4th Option Period Firm Fixed Price PWD Washington - NRL
CLIN 0018	4th Option Period Indefinite Quantity PWD Washington
CLIN 0019	4th Option Period Firm Fixed Price PWD Bethesda
CLIN 0020	4th Option Period Indefinite Quantity PWD Bethesda

13 Contract Line Items (CLINs) and Contract Exhibit Line Items:

a. Offerors shall enter unit prices for Exhibit Line Items Number (ELINs) for the Firm-Fixed Price Base Year and IDIQ Base Year. Offerors shall also enter a proposed inflation rate for out year pricing *Inflation shall be submitted as a decimal (e.g. 1.01 inflation rate would indicate a 1% increase year to year), whereas 0.99 = 1% decrease year to year). This inflation rate will be utilized for all modifications throughout the contract period unless another rate is agreed upon both parties for any future ELIN items.

b. In the event there is a difference between the unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN, SLIN and Exhibits Line Items (ELINs) will be recomputed accordingly. The CLIN, which included this SLIN will also be recomputed to take into account the changes in the contract SLINs or ELINs. If the offeror provides a total amount for a CLIN, SLIN, or ELIN, but fails to enter the unit price, the total amount divided by the CLIN, SLIN or ELIN quantity will be held to be the intended unit price.

c. The Schedule of Firm Fixed Price Work and the Schedule of Indefinite Quantity Work (See B.10 for description of CLINs) will be used as the basis for deductions in accordance with NFAS 5252.246-9303, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" in Section E.

14 Indefinite Quantity Contract Line Item Quantities:

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

15 Unit Price Adjustments in Option Periods:

The Contracting Officer will make price adjustments for applicable workers subject to the Service Contract Act in accordance with FAR Clause 52.222-43 Fair Labor Standards Act and Service Act-Price Adjustment (Multiple Year and Option Contracts).

16 Period of Performance – Less Than One Year:

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

17 Government Purchase Card:

Indefinite Quantity work may be ordered at the prices offered in one of two ways:

- 1) by the issuing activity using a DD Form 1155 “Order for Supplies and Services”, or
- 2) by an authorized Government user via a Government Purchase Card (GPC through the DoD Email. When receiving DoD Email orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

18 Contractor Support of Electronic Facilities Support Contracting (e-FSC):

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

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

The contractor is required to receive electronic IQ orders from the DoD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DoD EMALL.

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

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

19 Historical and Archaeological Resources:

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

20 Proposal Submittal

The proposal shall be sent via email to dion.loyd@navy.mil and JeeEun.Blanton@navy.mil by Monday, 16 March 2015 at 02:00 PM EST. The proposal must be received PRIOR to the proposal due date and time provided in Block 8 of the Standard Form 1449 (*Standard Form 1449 must be signed and all amendments must be listed and acknowledged).

Offeror shall submit complete and accurate information. The Government may elect not to request additional information to perform the evaluation.

21 Request for Proposals (RFP)/Request for Information (RFI)/Clarification Questions:

Solicitation and RFP files are posted to the Navy Electronic Commerce Online (NECO) website (<https://www.neco.navy.mil/>) as mandated by our agency. By necessity, these files are protected to prevent unauthorized editing.

It is the sole responsibility of the offeror to obtain the RFP files, along with any Amendments, from this website.

Unprotected editable file copies of the RFP documents including: Word, Excel and/or PDF files (Adobe Acrobat Files) will not be provided. Please plan accordingly.

Contractors are required to review the entire solicitation package before submitting questions. Inquiries during the proposal preparation period shall be submitted via email to Dion Lloyd at dion.loyd@navy.mil and Jee Blanton at jeeun.blanton@navy.mil by 9 March 2015 at 02:00 PM EST.

Inquiries must be in Word Document format and submitted through the Prime Contractor only. Subcontractors with questions must submit them through the Prime Contractor.

22 Solicitation:

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

23 Site Visit: Please contact Dion Lloyd at dion.loyd@navy.mil or Jee Blanton at jeeun.blanton@navy.mil no later than Wednesday, 4 March 2015 by 02:00 PM EST.

24 Phase-In Period:

After official notification of award, the contractor will be provided a phase-in period of 60 days to prepare for the start of the contract. Rapidgate is a requirement of this contract and can take up to 30 days to be processed. Please ensure that upon award you are registered for base access. The offeror will have to utilize daily passes for deliveries until granted rapid gate access.

25 Bid Schedule:

To be completed via Attachment J-0200000-06 ELINs in Section J, List of attachments.

DESCRIPTION AND SPECIFICATIONS

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) for facilities throughout Naval District Washington. This is a combination firm-fixed price (FFP) and indefinite delivery-indefinite quantity (IDIQ) contract. 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 Annex 16 Utilities N/A Annex 17 Base Support Vehicles and Equipment N/A Annex 18 Environmental N/A</p>
1.2	Project Location	<p>The work shall be performed at the following locations:</p> <p>(1) Naval Research Laboratory, Washington DC (2) United States Marine Corps Barracks, 8th and I Streets, Washington DC (3) NSA Bethesda, MD</p>

0100000 – General Information		
Spec Item	Title	Description
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional grease exhaust and dryer vent systems cleaning services for additional facilities throughout Naval District Washington in addition to the services and locations identified in the Firm-Fixed Price requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	With the nation's capital at its heart, the Naval District Washington Region encompasses over 4,000 square miles, including the District of Columbia; the Maryland counties of Anne Arundel, Calvert, Charles, Frederick, Montgomery, Prince George's and St. Mary's; and Northern Virginia counties of Loudoun, Fauquier, Fairfax, Prince William, Stafford, King George, Westmoreland and Arlington, and the cities within their outer boundaries. Naval District Washington is responsible for efficiently delivering common operating support services to over 120 mission commands located within the Region. Naval District Washington is the regional provider of common operating support to twenty Naval installations within a one hundred mile radius of the Pentagon. Services provided include public affairs, public works, public safety, community support, human resources, information technology, supply, air and port operations, ceremonial support, environmental and safety and morale, welfare and recreation. The region's installations comprise over 26,000 acres, with a \$19B plant account and over 71,000 civilian and military personnel. In addition to the Washington Navy Yard, Naval District Washington includes: NRL Chesapeake Beach Detachment; Arlington Service Center; NSF Carderock, NSA Bethesda.
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	Washington's weather is seasonal subtropical with some variations between summer and winter, although it is moderated by its proximity to the coast, making its climate more moderate than cities at a similar latitude further inland. Summer tends to be very hot and humid with daily high temperatures in July and August averaging in the high 80s° to low 90s°F (about 30°C). Spring and fall are mild with high temperatures in April and October averaging in the high 60s°F (about 20°C). Winter can bring cold temperatures and, on some occasions, significant snowfall. While hurricanes (or the remnants of them) occasionally track through the area, they have often weakened by the time they reach Washington. The average annual snowfall is 17 inches (430 mm) and the average high temperature in January is 43°F (6°C); the average low for January is 24°F (-4°C). The highest recorded temperature was 106°F (41°C) on July 20, 1930 and August 6, 1918 and the lowest recorded temperature was -15°F (-26°C) on February 11, 1899.
1.7	Related Information	There are four types of Related Information that can be found in the Description and Related Information columns of the specification as

0100000 – General Information		
Spec Item	Title	Description

follows:
 Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.

Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.

Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.

Requirement Information further describes client requirements associated with each Performance Objective.

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

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

0200000 - Management 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. Refer to the "NOTES" columns in Attachment J-1502000-01, INVENTORY, for work outside of regular working hours. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	There will be no required training associated with this Grease Exhaust and Hood Systems cleaning contract
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

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		<p>each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p> <ul style="list-style-type: none"> * Project Manager * Quality Manager <p>Site Safety and Health Officer</p>
2.3.3.4	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>

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Spec Item	Title	Description
2.3.4	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.4.1	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.
2.3.4.2	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
2.3.5	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.6	Government Information Technology (IT) System	The contractor will not have access to the Government's (IT) system. The Government will provide cursory external systems access to facilitate, invoicing, communication and payments.
2.3.7	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.8	Invoicing Procedures	Refer to Section G for invoicing instructions.
2.3.9	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-04.
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, equipment and services for use in connection with this contract as stated below.

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Spec Item	Title	Description
		None Provided.
2.4.1	Government-Furnished Facilities (GFF)	None 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 be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	None Provided.
2.4.4	Government-Furnished Equipment (GFE)	None 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 <u>Materials used in this contract.</u>
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the

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Spec Item	Title	Description
		following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	<p>Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F.</p> <p>Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p> <p>The Contractor shall establish and maintain a secure website for posting an electronic copy of all deliverables listed in Section F. The Contractor shall allow only authorized Government and Contractor personnel to access the website. Government personnel access shall be limited to viewing and downloading of deliverables, but restricted from posting to the website. The Contractor shall notify the Government by email whenever there are new or updated deliverables posted to the website. Each deliverable posting on the website and each email notification shall include the title of the deliverable, the spec item requiring the deliverable, and the date and time the deliverable was posted. All deliverables shall be available to authorized Government personnel 24 hours/day and 365 days/year for the duration of the contract.</p>
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers at least seven (7) calendar days prior to service interruption. 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)	<p>The Contractor shall provide a CMMS to manage all service operations and shall provide all required data as identified below.</p> <p>-TWO WAY INTERFACE: The contractor shall establish real time linkage between its CMMS and the Government system. The Contractor shall be responsible for all necessary modifications to its system in order to establish the linkage.</p>
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.

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Spec Item	Title	Description
		<ul style="list-style-type: none"> · Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. · Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	<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 • Communication with government (customers)
2.6.7.2	Quality Inspection and Surveillance	<p>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.</p>
2.6.7.3	Quality Inspection and Surveillance Report	<p>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.</p>
2.6.8	Property Management Plan	<p>There are no Government-Furnished Properties, Materials and Services. A plan is not required.</p>
2.6.9	System and Equipment Replacement	<p>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.</p>

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Spec Item	Title	Description
		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. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate shall be on-site within during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>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>

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Spec Item	Title	Description
		<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	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years' experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

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Spec Item	Title	Description
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	Contractor's employees 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)	NMCARS 5237.102: The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil . Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil .
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include: 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

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

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		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	<p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.</p>
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	<p>The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a National Agency Check Investigation (NACI) to verify their suitability. If the Contractor personnel currently have a favorably adjudicated NACI the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).</p> <p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-85 form on line for an NACI. The Security Manager will determine suitability. Upon a favorable NACI, the Contractor personnel shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements, applicant fingerprint card (FD87), and an OF-306 Declaration for Federal Employment per Section F. The Contractor shall be responsible for providing the fingerprint card.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	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

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		<p>vendors at each service site.</p> <p>“The APP shall follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <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 Occupational Risk and Compliance Plans and Programs as specified below.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., IDIQ task orders) work occurrences shall be submitted at least two working days prior to start of work.</p> <ul style="list-style-type: none"> · For FFP contract modifications where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. · For combination FFP/IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services. <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> · The steps of the service process; · Identify potential hazards that exist as a result of the Contractor’s service process within the environment; · Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment; · Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; · Inspection requirements to assure service activity is safe; and · Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment. <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor’s overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and</p>

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		acceptance.
2.9.3	Occupational Risk and Compliance Plans	The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Asbestos Abatement Plan	The Contractor shall develop an asbestos abatement plan, as applicable, to include elements addressed in paragraph 06.B.05 of EM 385-1-1.
2.9.3.3	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 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.4	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other Federal, state and local regulatory standards.
2.9.3.5	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.9.3.6	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.
2.9.3.7	Fire Prevention Program	The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.
2.9.3.8	Hazardous Energy Control Program	The Contractor shall develop a hazardous energy control program to include elements addressed in paragraph 12.A.12 of EM 385-1-1.
2.9.3.9	Health Hazard Control Program and Hazard Communication Program	The Contractor shall develop a project-specific health hazard control program and chemical hazard communication program to include elements addressed in paragraphs 06.A and 06.B of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.10	Heat/Cold Stress Monitoring Plan	The Contractor shall develop a heat/cold stress monitoring plan to include elements addressed in paragraph 06.I.02 of EM 385-1-1.
2.9.3.11	Respiratory Protection Program	The Contractor shall develop a respiratory protection program to include elements addressed in paragraph 05.G of EM 385-1-1 and the OSHA's respiratory protection standard specified in 29 CFR 1910.134.
2.9.3.12	Site Sanitation Plan	The Contractor shall develop a site sanitation plan to include elements addressed in Section 2 of EM 385-1-1.
2.9.4	Accident and Damage	The Contractor shall notify the Contracting Officer as soon as practical,

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	Reporting	<p>but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</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-0200000-04.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>The Contractor shall conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The WHE accident report form is provided within the Forms in J-0200000-04.</p>
2.9.4.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

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Spec Item	Title	Description
		<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 occur. 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>
2.9.5	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.6	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.7	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.8	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> · The site is safe and free of job-site hazards · Proper PPE is being utilized and worn. · Safe work practices and processes are being followed. · Workers are familiar with the hazards covered in the respective AHA for that work activity. · All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety</p>

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		<p>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>
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> • Reduce purchase and use of toxic and hazardous materials • Expand purchase of green products, services; increase and 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 policy • 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

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		<p>material, as well as the planning and implementation of military training activities.</p> <ul style="list-style-type: none"> · 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 programs to develop and implement an Environmental Management System and culturally adhere to set policies. Also remind one another to do so, ensuring 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. Reference installation's energy management program requirements. 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 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

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		receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	Non-Hazardous Waste Disposal	<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 excluding recyclable materials 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>
2.10.2.2	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.2.3	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, State, and Local laws and regulations at no additional cost to the Government.
2.10.2.4	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided in J-0200000-05.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked; the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p>
2.10.2.5	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.

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Spec Item	Title	Description
2.10.2.6	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.7	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	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 (e.g., Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.1	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.3.2	Use of Bio based Products	The Contractor shall make maximum use of bio based products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's contingency response plan as directed by the KO.
2.12	FFP Work Procedures	
2.13	Notification to the Government for Work Above the FFP	The Contractor is fully responsible for work up to the FFP limits. FFP limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the FFP limits, the Contractor shall notify the KO

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Spec Item	Title	Description
	Limitations	within two hours of identification for further direction. The Government may issue a task order in accordance with the IDIQ portion of the contract detailed below or accomplish the work by means other than this contract.
2.13.1	FFP Exhibit Line Item Numbers (ELINs)	FFP ELINS are provided in J-0200000-06.
2.14	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the IDIQ Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as an IDIQ work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The FFP 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	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.
2.15.1.1	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 IDIQ 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 IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price portion of the contract. UPL includes separately priced labor, 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 a FFP task order. Reference or include procedures for processing UPL. Common procedures are included below as examples.
2.15.2.1	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit an IDIQ Proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data,

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Spec Item	Title	Description
		industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the IDIQ Exhibit Line Items (ELINs) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the FFP portion of the contract.
2.15.2.1.3	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	IDIQ ELINS	IDIQ ELINs are provided in J-0200000-06.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings.
2.3.2	Training for Maintenance and Operation of New and	There will be no required training associated with this Grease Exhaust cleaning contract

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Spec Item	Title	Description
	Replacement Systems and Equipment	
2.3.3	Partnering	<p>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.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>

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Spec Item	Title	Description
2.3.3.3	Contract Partnering Session Attendees	The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel. President/Vice President * Project Manager * Quality Manager Site Safety and Health Officer
2.3.3.4	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.
2.3.4	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.4.1	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.
2.3.4.2	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
2.3.5	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.6	Government Information Technology (IT) System	The contractor will not have access to the Government's (IT) system. The Government will provide cursory external systems access to facilitate, invoicing, communication and payments.
2.3.7	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.8	Invoicing Procedures	Refer to Section G for invoicing instructions.
2.3.9	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage

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Spec Item	Title	Description
		reporting are included among the Forms in J-0200000-04.
2.4	Government-Furnished Property, Materials and Services	None Provided.
2.4.1	Government-Furnished Facilities (GFF)	None 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 be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	None Provided.
2.4.4	Government-Furnished Equipment (GFE)	None 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 during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal

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		scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	<p>Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F.</p> <p>Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p> <p>The Contractor shall establish and maintain a secure website for posting an electronic copy of all deliverables listed in Section F. The Contractor shall allow only authorized Government and Contractor personnel to access the website. Government personnel access shall be limited to viewing and downloading of deliverables, but restricted from posting to the website. The Contractor shall notify the Government by email whenever there are new or updated deliverables posted to the website. Each deliverable posting on the website and each email notification shall include the title of the deliverable, the spec item requiring the deliverable, and the date and time the deliverable was posted. All deliverables shall be available to authorized Government personnel 24 hours/day and 365 days/year for the duration of the contract.</p>
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers at least seven (7) calendar days prior to service interruption. 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)	<p>The Contractor shall provide a CMMS to manage all service operations and shall provide all required data as identified below.</p> <p>-TWO WAY INTERFACE: The contractor shall establish real time linkage between its CMMS and the Government system. The Contractor shall be responsible for all necessary modifications to its system in order to establish the linkage.</p>
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.

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		<ul style="list-style-type: none"> · A systematic procedure for assessing compliance with performance objectives and standards. · Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. · Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	<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 • Communication with government (customers)
2.6.7.2	Quality Inspection and Surveillance	<p>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.</p>
2.6.7.3	Quality Inspection and Surveillance Report	<p>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.</p>
2.6.8	Property Management Plan	<p>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</p>

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		and protecting, and reporting the disposition of accepted government property in its possession. The Property Management Plan shall be submitted per Section F.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications. The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.
2.7.1.2	Quality Manager	The Contractor shall provide a Quality Manager or designated alternate shall be on-site within during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager. The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract: 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.
2.7.1.3	Site Safety and Health Officer (SSHO)	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.

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		<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	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years' experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional

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		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	Contractor's employees 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)	NMCARS 5237.102: The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil . Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil .
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include: 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

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		outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>
2.8.4.1	NCACS Program	<p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342.</p>
2.8.4.2	One-Day Passes	Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor

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		shall 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	<p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.</p>
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	<p>The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a National Agency Check Investigation (NACI) to verify their suitability. If the Contractor personnel currently have a favorably adjudicated NACI the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).</p> <p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-85 form on line for an NACI. The Security Manager will determine suitability. Upon a favorable NACI, the Contractor personnel shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements, applicant fingerprint card (FD87), and an OF-306 Declaration for Federal Employment per Section F. The Contractor shall be responsible for providing the fingerprint card.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	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

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		any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>“The APP shall follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <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 Occupational Risk and Compliance Plans and Programs as specified below.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., IDIQ task orders) work occurrences shall be submitted at least two working days prior to start of work.</p> <ul style="list-style-type: none"> · For FFP contract modifications where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. · For combination FFP/IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services. <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> · The steps of the service process; · Identify potential hazards that exist as a result of the Contractor's service process within the environment; · Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment; · Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; · Inspection requirements to assure service activity is safe; and · Training of service personnel to be aware of potential hazards

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		and measures or plans of actions to be used to remove hazards from service environment. 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.
2.9.3	Occupational Risk and Compliance Plans	The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Asbestos Abatement Plan	The Contractor shall develop an asbestos abatement plan, as applicable, to include elements addressed in paragraph 06.B.05 of EM 385-1-1.
2.9.3.3	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 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.4	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other Federal, state and local regulatory standards.
2.9.3.5	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.9.3.6	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.
2.9.3.7	Fire Prevention Program	The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.
2.9.3.8	Hazardous Energy Control Program	The Contractor shall develop a hazardous energy control program to include elements addressed in paragraph 12.A.12 of EM 385-1-1.
2.9.3.9	Health Hazard Control Program and Hazard Communication Program	The Contractor shall develop a project-specific health hazard control program and chemical hazard communication program to include elements addressed in paragraphs 06.A and 06.B of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.10	Heat/Cold Stress	The Contractor shall develop a heat/cold stress monitoring plan to include

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	Monitoring Plan	elements addressed in paragraph 06.I.02 of EM 385-1-1.
2.9.3.11	Respiratory Protection Program	The Contractor shall develop a respiratory protection program to include elements addressed in paragraph 05.G of EM 385-1-1 and the OSHA's respiratory protection standard specified in 29 CFR 1910.134.
2.9.3.12	Site Sanitation Plan	The Contractor shall develop a site sanitation plan to include elements addressed in Section 2 of EM 385-1-1.
2.9.4	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. 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 a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>The Contractor shall conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The WHE accident report form is provided within the Forms in J-0200000-05</p>
2.9.4.1	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"> 8) Death, regardless of the time between the injury and death, or the length of the illness; 9) Days away from work (any time lost after day of injury/illness onset); 10) Restricted work;

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		<p>11) Transfer to another job;</p> <p>12) Medical treatment beyond first aid;</p> <p>13) Loss of consciousness; or</p> <p>14) 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 occur. 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>
2.9.5	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.6	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.7	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.8	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> · The site is safe and free of job-site hazards · Proper PPE is being utilized and worn. · Safe work practices and processes are being followed. · Workers are familiar with the hazards covered in the respective AHA for that work activity. · All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>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>
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> • Reduce purchase and use of toxic and hazardous materials • Expand purchase of green products, services; increase and 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 policy • Protect public health and the environment by being an environmentally responsible member of the community • Preserve our natural, historic and cultural resources

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> • 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 programs to develop and implement an Environmental Management System and culturally adhere to set policies. Also remind one another to do so, ensuring 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. Reference installation's energy management program requirements. 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 shall be coordinated with the KO. Inspection of any of the facilities

0200000 - Management and Administration		
Spec Item	Title	Description
		operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	Non-Hazardous Waste Disposal	<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 excluding recyclable materials 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>
2.10.2.2	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.2.3	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, State, and Local laws and regulations at no additional cost to the Government.
2.10.2.4	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided in J-0200000-05.</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,</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.
2.10.2.5	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.
2.10.2.6	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.7	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	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.
2.10.3.1	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/conserves/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>
2.10.3.2	Use of Bio based Products	The Contractor shall make maximum use of bio based products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these

0200000 - Management and Administration		
Spec Item	Title	Description
		products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's contingency response plan as directed by the KO.
2.12	FFP Work Procedures	
2.13	Notification to the Government for Work Above the FFP Limitations	The Contractor is fully responsible for work up to the FFP limits. FFP limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the FFP limits, the Contractor shall notify the KO within two hours of identification for further direction. The Government may issue a task order in accordance with the IDIQ portion of the contract detailed below or accomplish the work by means other than this contract.
2.13.1	FFP Exhibit Line Item Numbers (ELINs)	FFP ELINS are provided in J-0200000-06.
2.14	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the IDIQ Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as an IDIQ work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The FFP 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	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.
2.15.1.1	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 IDIQ 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 IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price portion of the contract. UPL includes separately priced labor, 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 a FFP task order. Reference or include procedures for processing UPL. Common procedures are included below as examples.
2.15.2.1	IDIQ Preparation of	In response to the Government's Request for Proposal (RFP), the

0200000 - Management and Administration		
Spec Item	Title	Description
	Proposals	Contractor shall submit an IDIQ Proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the IDIQ Exhibit Line Items (ELINS) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the FFP portion of the contract.
2.15.2.1.3	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	IDIQ ELINS	IDIQ ELINs are provided in J-0200000-06.

1502000 – Facility Investment		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Grease Exhaust Systems cleaning services for facilities throughout Naval District Washington.
1.1	Concept of Operations	The Contractor shall perform cleaning and sanitation for the following: -Exhaust Hoods, Ducts, vents, filters, roof exhaust fans, intakes, shrouds, louvers, and associated equipment making up the system. -Vent Systems
2	Management and Administration	
2.1	Definitions and Acronyms	See J-0200000-01
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations.
2.2.1	Certification, Training, and Licensing	The contractor shall ensure that all personnel are trained, certified and or licensed to perform required duties per the industry standards. The Certified Hood and Duct Cleaner Association (CHDCA) and or the International Kitchen Exhaust Cleaning Association (IKECA) certification are required. The Contractor shall submit proof of all certification, training, and licensing requirements per Section F.
2.3	Workmanship and Material Standards	The Contractor shall be responsible for maintaining all facilities, systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the facilities, systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers' standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex. The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.
2.3.1	Historical Preservation	Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, state and local historical policies and regulations.
2.4	References and Technical Documents	See J-0200000-03.

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	The Contractor shall clean designated exhaust hoods, ducts, and all associated equipment to ensure they are clean and sanitary.	The current facility inventory for exhaust hoods, ducts and systems are provided in J-1502000-01. Site maps are provided in J-0200000-05.	Exhaust hoods, ducts, and all associated equipment are in normal working condition and function properly in accordance with specified standards.
3.1	Exhaust Hoods and Ducts	The Contractor shall service designated exhaust hoods and ducts and associated equipment to ensure they are clean and sanitary.	<p>Work shall include the hoods, plenums, fans, fan housing, grease removal devices, weatherproof covers and the full length of ventilating ducts.</p> <p>The Contractor shall comply with the requirements of the National Board of Fire and Underwriters and the current standards of the National Fire Protection Association, NFPA Standard 96, Chapter 8, 8-3 through 8-4.</p> <p>The exhaust hood and duct inventory is provided in J-1502000-01.</p> <p><u>Requirement Information:</u></p> <p>1. Roof access to exhaust hoods, fans, shrouds, housing and ducts shall be the responsibility of the contractor. The contractor shall be responsible for all safety measures and requirements as per Federal, State and local standards, i.e. EM-385-1-1 and OSHA. The contractor shall ensure industry standards are met for all work items.</p> <p>2. Marine Barracks – This site requires that the cleaning of filters in Bldg. five (5) be accomplished outside of the facility. The contractor shall ensure all work in done in a safe manner and restore the site to original condition at the</p>	<p>Exhaust hoods and ducts and associated equipment are cleaned and sanitized.</p> <p>Work is completed as per the Contractor’s schedule.</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			completion of work. 3. All sites – The contractor shall be responsible for the coordination of work hours with each site, as necessary, to support mission requirements. The management of work hours will be the responsibility of the contractor and will be accomplished at no additional cost to the Government.	

1502000 – Facility Investment				
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.	

DELIVERIES OR PERFORMANCES

DELIVERIES OR PERFORMANCE

DELIVERABLES AND PERFORMANCE						
0200000 – MANAGEMENT AND ADMINISTRATION						
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

DELIVERABLES AND PERFORMANCE						
0200000 – MANAGEMENT AND ADMINISTRATION						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
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
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

DELIVERABLES AND PERFORMANCE						
0200000 – MANAGEMENT AND ADMINISTRATION						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
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	Occupational Risk and Compliance Plans and Programs	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.4	J-0200000-05	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.6	N/A	Monthly On-Site Labor Report	First work day of each month.	KO	1	Monthly
0200000/ 2.9.7	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required
0200000/ 2.9.9	N/A	Safety Certifications	Within 15 calendar days after award and as old certifications expire.	KO	1	As specified

DELIVERABLES OR PERFORMANCE						
1502000 – Management and Administration						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1502000/ 2.2.1	N/A	Certification and Licenses	Within 15 days after award or as requested by the KO	KO	1	Once for initial submittal, then as requested

EVALUATION FACTORS

EVALUATION

A BASIS FOR AWARD

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

B SAFETY EVALUATION

- 1 Per NFAS 15.304(d), solicitations utilizing source selection procedures for procurements within the 50 United States and the District of Columbia shall contain a standard "Safety" technical evaluation factor. This factor shall be included as a stand-alone evaluation factor and not as a sub-factor or an element of the Past Performance evaluation factor. This action will result in the selection of contractors that have consistently demonstrated a commitment to safety and the ability to properly manage and implement safety procedures for themselves and all tiers of subcontractors under their purview.
- 2 The safety evaluation has two elements: Experience Modification Rate (EMR) and Occupational Safety and Health Association (OSHA) Days Away from Work, Job Restriction, or Transfer (DART).
- 3 The two elements of safety, as listed above, are not sub-factors. The evaluators should collectively consider all elements of safety when assigning an overall adjectival rating for this factor. The EB will need to make a qualitative determination of the rating for this factor, taking into account the risk ratings for EMR and DART and the subjective evaluation of the narrative.
- 4 Evaluators will not average the rating from the years 2012, 2013, and 2014 for the EMR and the DART.

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

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

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

C 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.

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

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

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

Definitions	
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

2 PAST PERFORMANCE EVALUATION

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

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

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

- a Aspects of Past Performance Evaluation. The past performance evaluation results is an assessment of the offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror’s record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. There are two aspects of the past performance evaluation.
 - (1) The first is to evaluate whether the offeror’s present/past performance is relevant or not relevant to the effort to be acquired. The criteria to establish what is relevant is unique to each LPTA source selection. For this solicitation, recent and relevancy is further defined as follows:

Recent, Relevant project is defined as:
A facility support services contract performed by the offeror within the last five years preceding the release date of the solicitation similar in nature to the solicitation based on a comparison of size and scope.

 - Size: Annual Contract Value - Approximately \$100,000 or greater
 - Scope: Cleaning of designated exhaust hoods, ducts, dryer vents and all associated equipment
 - (2) The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror’s past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.
- b EB members will review past performance information to determine the quality and usefulness as it applies to the performance confidence assessment.

D EVALUATION FACTORS FOR AWARD

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

Factor 1 – Corporate Experience

Factor 2 – Safety

Factor 3 – Past Performance

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

2 Basis of Evaluation and Submittal Requirements for Each Factor.

a Price:

(1) Solicitation Submittal Requirements:

The evaluated price shall be the sum of the FFP and IDIQ CLINs for the base period, and four (4) Option Periods. Total potential contract duration is 60 months. Provide the total price for performance of work required by the solicitation for all contract line items, including options, as presented in Section B including filling out and submitting unit prices and amounts for the contract line items, sub-line items, and exhibit line items in the ELIN spreadsheet, Section J, Attachment J-0200000-01 Exhibit Line Item Numbers (ELINs).xls.

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (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 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:

- (a) Comparison of proposed prices received in response to the RFP.
- (b) Comparison of proposed prices with the IGCE.
- (c) Comparison of proposed prices with available historical information.

b Technical Factors:

(1) **Factor 1, Corporate Experience:**

- (a) Solicitation Submittal Requirements: Submit a **TOTAL OF THREE (3)** contracts performed within the last five (5) years preceding the release date of the solicitation that best demonstrates your corporate experience in successfully performing contracts of similar size, scope and complexity to this requirement.

Recent, Relevant project is defined as:

A facility support services contract performed by the offeror within the last five years preceding the release date of the solicitation similar in nature to the solicitation based on a comparison of size and scope.

Size: Annual Contract Value - Approximately \$100,000 or greater
 Scope: Cleaning of designated exhaust hoods, ducts, dryer vents and all associated equipment

It is the Offeror's responsibility to clearly explain and demonstrate to the Government how their work experience in each referenced contract is relevant to the contract requirements in this solicitation. If the Offeror does not clearly explain how its experience(s) is relevant to the solicitation requirements, the Government may interpret this failure to mean that the offeror lacks recent relevant experience performing in contracts of similar size, scope and complexity resulting in an unacceptable rating for this Factor. Use of Attachment D - OFFEROR'S RELEVANT EXPERIENCE INPUT FORM is **MANDATORY** and **SHALL** be used. Do not use more than 3 pages for each experience (i.e., the Attachment 'D' form itself and not more than 2 continuation pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed the relevancy of the project, in accordance with the parameters identified above shall also be provided.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. Offerors who fail to submit experience for all Joint Venture partners may be rated Unacceptable. Offerors are limited to a total of three (3) projects combined. The Offeror shall submit a signed copy of the Joint Venture agreement. Teaming arrangements are not considered Joint Venture agreements.

Experience of proposed subcontractors will not be considered.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

(b) Basis of Evaluation:

Offerors will be evaluated based on the recent and relevant experience for the work requirement and demonstrated experience in addressing the requirements of the Performance Work Statement (PWS). The offeror shall provide corporate resume giving supporting experience to the following areas referenced in this contract for each supporting example.

In order to receive an **ACCEPTABLE** rating, **ALL THREE (3) CONTRACTS** submitted **MUST BE RELEVANT**.

(2) **Factor 2, Safety:**

(a) 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. **EMR and DART Rates shall not be submitted for subcontractors.**)

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

(b) Basis of Evaluation:

In order to receive an **ACCEPTABLE** rating, the risk level **SHALL NOT** be higher than **MODERATE RISK** for each year in BOTH EMR and DART.

The following depicts the risk ranges for the EMR and DART rates:

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

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

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

(a) Solicitation Submittal Requirements:

(b) IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE. IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment C), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Dion Lloyd via email at dion.lloyd@navy.mil prior to proposal closing date.

Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

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

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

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

- (c) Basis of Evaluation: This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1. In addition, all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of acceptable performance considering:
- i. A pattern of successful completion of tasks;
 - ii. A pattern of deliverables that are timely and of good quality;
 - iii. A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
 - iv. Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
 - v. A respect for stewardship of Government funds

Past performance will be rated on an “**acceptable**” or “**unacceptable**” basis using the following definitions:

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

At a minimum, past performance information SHALL be obtained for each project in Factor 1 in order to receive an acceptable rating. However, an overall Marginal rating on more than one of the projects demonstrated in Factor 1 will be considered unacceptable.

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

INSTRUCTIONS&NOTICE TO BIDDERS

NOTICE TO OFFERORS:

Your acquisition points of contact for this project are Contract Specialist Dion Lloyd at 202-433-0908, or email dion.lloyd@navy.mil and Contracting Officer Jee Blanton at 202-685-3299, or email jeeun.blanton@navy.mil.

The proposals and all copies shall be **sent via** email to dion.lloyd@navy.mil and jeeun.blanton@navy.mil. Proposals must be received no later than Monday, **March 16, 2015 @ 2:00 P.M local time (EST)**.

Please allow **SUFFICIENT TIME** for your proposal to be received prior to the proposed closing time.

REQUEST FOR PROPOSALS (RFP) INFORMATION/CLARIFICATION QUESTIONS:

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

Prospective offerors are required to review the entire solicitation package before submitting questions. Requests for Information (RFI's) during the proposal preparation period shall be submitted by email to dion.lloyd@navy.mil and jeeun.blanton@navy.mil. RFI's must be submitted in a **WORD document** and submitted by the Prime Contractor only. Subcontractors with questions must submit them through the Prime Contractor.

THE RFI CUT-OFF DATE IS COB **Monday, 9 March, 2015**.

DISPOSITION OF PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

SITE VISIT:

Please contact Jee Eun Blanton @ jeeun.blanton@navy.mil no later than Wednesday, 4 March 2015.

LIST OF DOCUMENTS, EXHIBITS

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 – WD 05-2103 (Rev. - 15)
J-0200000-03	DIRECTIVES, INSTRUCTIONS, AND REFERENCES
J-0200000-04	FORMS
J-0200000-05	SITE MAPS
J-0200000-06	EXHIBIT LINE ITEM NUMBERS
1500000	Facility Investment
J-1502000-01	INVENTORY: NRL, MARINE BARRACKS AND NSA BETHESDA

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.
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.
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.
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.

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Definition	Description
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><<Note to Spec Writer: Edit as appropriate>></p> <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.
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.

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Definition	Description
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)	That individual designated by the KO to be responsible for the monitoring of Contractor performance.
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract property requirements, terms and conditions of the contract
Property Management Program	A Government program established for the purpose of reviewing and approving the Contractor’s Property Management Plan and System through performance of a system analysis whenever government property is in the possession of the Contractor.
Quality 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.
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.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

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

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
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
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

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Acronym	Title
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
PWO	Public Works Officer
Q	Quarterly
QC	Quality Control
RPIE	Real Property Inventory Equipment
RSL	Remaining Service Life
SC	Security Clearances
SM	Semimonthly
SPAR	Senior Performance Assessment Representative
TE	Technical Exhibit
VIQ	Variation in Quantity
WBS	Work Breakdown Structure

ATTACHMENT J-0200000-02

WAGE DETERMINATIONS

Service Contract Act and Davis-Bacon Act Determinations

WD 05-2103 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 15
Date Of Revision: 12/22/2014

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: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12

01192 - Order Clerk II	16.50	
01261 - Personnel Assistant (Employment) I	18.15	
01262 - Personnel Assistant (Employment) II	20.32	
01263 - Personnel Assistant (Employment) III	22.65	
01270 - Production Control Clerk	22.03	
01280 - Receptionist	14.43	
01290 - Rental Clerk	16.55	
01300 - Scheduler, Maintenance	18.07	
01311 - Secretary I	18.07	
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher	16.98	
01410 - Supply Technician	28.55	
01420 - Survey Worker	20.03	
01531 - Travel Clerk I	13.29	
01532 - Travel Clerk II	14.36	
01533 - Travel Clerk III	15.49	
01611 - Word Processor I	15.63	
01612 - Word Processor II	17.67	
01613 - Word Processor III	19.95	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass	25.26	
05010 - Automotive Electrician	23.51	
05040 - Automotive Glass Installer	22.15	
05070 - Automotive Worker	22.15	
05110 - Mobile Equipment Servicer	19.04	
05130 - Motor Equipment Metal Mechanic	24.78	
05160 - Motor Equipment Metal Worker	22.15	
05190 - Motor Vehicle Mechanic	24.78	
05220 - Motor Vehicle Mechanic Helper	18.49	
05250 - Motor Vehicle Upholstery Worker	21.63	
05280 - Motor Vehicle Wrecker	22.15	
05310 - Painter, Automotive	23.51	
05340 - Radiator Repair Specialist	22.15	
05370 - Tire Repairer	14.44	
05400 - Transmission Repair Specialist	24.78	
07000 - Food Preparation And Service Occupations		
07010 - Baker	13.85	
07041 - Cook I	12.55	
07042 - Cook II	14.60	
07070 - Dishwasher	10.11	
07130 - Food Service Worker	10.66	
07210 - Meat Cutter	18.08	
07260 - Waiter/Waitress	9.70	
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	19.86	
09040 - Furniture Handler	14.06	
09080 - Furniture Refinisher	20.23	
09090 - Furniture Refinisher Helper	15.52	
09110 - Furniture Repairer, Minor	17.94	
09130 - Upholsterer	19.86	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles	10.54	
11060 - Elevator Operator	10.54	

11090 - Gardener		17.52
11122 - Housekeeping Aide	11.83	
11150 - Janitor	11.83	
11210 - Laborer, Grounds Maintenance	13.07	
11240 - Maid or Houseman	11.26	
11260 - Pruner	11.58	
11270 - Tractor Operator	16.04	
11330 - Trail Maintenance Worker	13.07	
11360 - Window Cleaner	12.85	
12000 - Health Occupations		
12010 - Ambulance Driver	20.41	
12011 - Breath Alcohol Technician	20.27	
12012 - Certified Occupational Therapist Assistant	23.11	
12015 - Certified Physical Therapist Assistant	21.43	
12020 - Dental Assistant	17.18	
12025 - Dental Hygienist	44.75	
12030 - EKG Technician	27.67	
12035 - Electroneurodiagnostic Technologist	27.67	
12040 - Emergency Medical Technician	20.41	
12071 - Licensed Practical Nurse I	19.07	
12072 - Licensed Practical Nurse II	21.35	
12073 - Licensed Practical Nurse III	24.13	
12100 - Medical Assistant	15.01	
12130 - Medical Laboratory Technician	18.04	
12160 - Medical Record Clerk	17.42	
12190 - Medical Record Technician	19.50	
12195 - Medical Transcriptionist	18.77	
12210 - Nuclear Medicine Technologist	37.60	
12221 - Nursing Assistant I	10.80	
12222 - Nursing Assistant II	12.14	
12223 - Nursing Assistant III	13.98	
12224 - Nursing Assistant IV	15.69	
12235 - Optical Dispenser	20.17	
12236 - Optical Technician	15.80	
12250 - Pharmacy Technician	18.12	
12280 - Phlebotomist	15.69	
12305 - Radiologic Technologist	31.11	
12311 - Registered Nurse I	27.64	
12312 - Registered Nurse II	33.44	
12313 - Registered Nurse II, Specialist	33.44	
12314 - Registered Nurse III	40.13	
12315 - Registered Nurse III, Anesthetist	40.13	
12316 - Registered Nurse IV	48.10	
12317 - Scheduler (Drug and Alcohol Testing)		21.73
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	19.86	
13012 - Exhibits Specialist II	24.61	
13013 - Exhibits Specialist III	30.09	
13041 - Illustrator I	20.48	
13042 - Illustrator II	25.38	
13043 - Illustrator III	31.03	
13047 - Librarian	33.88	
13050 - Library Aide/Clerk	14.21	
13054 - Library Information Technology Systems	30.60	

Administrator		
13058 - Library Technician	19.89	
13061 - Media Specialist I	18.73	
13062 - Media Specialist II	20.95	
13063 - Media Specialist III	23.36	
13071 - Photographer I	16.65	
13072 - Photographer II	18.90	
13073 - Photographer III	23.67	
13074 - Photographer IV	28.65	
13075 - Photographer V	33.76	
13110 - Video Teleconference Technician	20.39	
14000 - Information Technology Occupations		
14041 - Computer Operator I	18.92	
14042 - Computer Operator II	21.18	
14043 - Computer Operator III	23.60	
14044 - Computer Operator IV	26.22	
14045 - Computer Operator V	29.05	
14071 - Computer Programmer I	(see 1)	26.36
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	18.92	
14160 - Personal Computer Support Technician	26.22	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47	
15020 - Aircrew Training Devices Instructor (Rated)	44.06	
15030 - Air Crew Training Devices Instructor (Pilot)	52.81	
15050 - Computer Based Training Specialist / Instructor	36.47	
15060 - Educational Technologist	35.31	
15070 - Flight Instructor (Pilot)	52.81	
15080 - Graphic Artist	26.80	
15090 - Technical Instructor	25.08	
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor	20.20	
15120 - Tutor	20.20	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.88	
16030 - Counter Attendant	9.88	
16040 - Dry Cleaner	12.94	
16070 - Finisher, Flatwork, Machine	9.88	
16090 - Presser, Hand	9.88	
16110 - Presser, Machine, Drycleaning	9.88	
16130 - Presser, Machine, Shirts	9.88	
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88	
16190 - Sewing Machine Operator	13.78	
16220 - Tailor	14.66	
16250 - Washer, Machine	10.88	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	21.14	
19040 - Tool And Die Maker	23.38	
21000 - Materials Handling And Packing Occupations		

21020 - Forklift Operator	18.02	
21030 - Material Coordinator	22.03	
21040 - Material Expediter	22.03	
21050 - Material Handling Laborer	13.83	
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)	18.02	
21110 - Shipping Packer	15.09	
21130 - Shipping/Receiving Clerk	15.09	
21140 - Store Worker I	11.72	
21150 - Stock Clerk	16.86	
21210 - Tools And Parts Attendant	18.02	
21410 - Warehouse Specialist	18.02	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	27.21	
23021 - Aircraft Mechanic I	25.83	
23022 - Aircraft Mechanic II	27.21	
23023 - Aircraft Mechanic III	28.53	
23040 - Aircraft Mechanic Helper	17.54	
23050 - Aircraft, Painter	24.73	
23060 - Aircraft Servicer	19.76	
23080 - Aircraft Worker	21.01	
23110 - Appliance Mechanic	21.75	
23120 - Bicycle Repairer	14.43	
23125 - Cable Splicer	26.02	
23130 - Carpenter, Maintenance	21.40	
23140 - Carpet Layer	20.49	
23160 - Electrician, Maintenance	27.98	
23181 - Electronics Technician Maintenance I	24.94	
23182 - Electronics Technician Maintenance II		26.47
23183 - Electronics Technician Maintenance III		27.89
23260 - Fabric Worker	19.13	
23290 - Fire Alarm System Mechanic	22.91	
23310 - Fire Extinguisher Repairer	17.62	
23311 - Fuel Distribution System Mechanic	22.81	
23312 - Fuel Distribution System Operator	19.38	
23370 - General Maintenance Worker	21.43	
23380 - Ground Support Equipment Mechanic	25.83	
23381 - Ground Support Equipment Servicer	19.76	
23382 - Ground Support Equipment Worker	21.01	
23391 - Gunsmith I	17.62	
23392 - Gunsmith II	20.49	
23393 - Gunsmith III	22.91	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17	
23430 - Heavy Equipment Mechanic	22.91	
23440 - Heavy Equipment Operator	22.91	
23460 - Instrument Mechanic	22.59	
23465 - Laboratory/Shelter Mechanic	21.75	
23470 - Laborer	14.98	
23510 - Locksmith	21.90	
23530 - Machinery Maintenance Mechanic	23.12	
23550 - Machinist, Maintenance	22.91	

23580 - Maintenance Trades Helper	18.27	
23591 - Metrology Technician I	22.59	
23592 - Metrology Technician II	23.80	
23593 - Metrology Technician III	24.96	
23640 - Millwright	28.19	
23710 - Office Appliance Repairer	22.96	
23760 - Painter, Maintenance	21.75	
23790 - Pipefitter, Maintenance	24.63	
23810 - Plumber, Maintenance	22.29	
23820 - Pneudraulic Systems Mechanic	22.91	
23850 - Rigger	22.91	
23870 - Scale Mechanic	20.49	
23890 - Sheet-Metal Worker, Maintenance	22.91	
23910 - Small Engine Mechanic	20.49	
23931 - Telecommunications Mechanic I	29.95	
23932 - Telecommunications Mechanic II	31.55	
23950 - Telephone Lineman	27.41	
23960 - Welder, Combination, Maintenance		22.91
23965 - Well Driller	22.91	
23970 - Woodcraft Worker	22.91	
23980 - Woodworker	17.62	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	12.79	
24580 - Child Care Center Clerk	17.77	
24610 - Chore Aide	10.57	
24620 - Family Readiness And Support Services Coordinator	16.90	
24630 - Homemaker	18.43	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	27.30	
25040 - Sewage Plant Operator	20.84	
25070 - Stationary Engineer	27.30	
25190 - Ventilation Equipment Tender	19.49	
25210 - Water Treatment Plant Operator	20.84	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	20.57	
27007 - Baggage Inspector	12.71	
27008 - Corrections Officer	22.80	
27010 - Court Security Officer	24.72	
27030 - Detection Dog Handler	20.57	
27040 - Detention Officer	22.80	
27070 - Firefighter	24.63	
27101 - Guard I	12.71	
27102 - Guard II	20.57	
27131 - Police Officer I	26.52	
27132 - Police Officer II	29.67	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.59	
28042 - Carnival Equipment Repairer	14.63	
28043 - Carnival Equipment Worker	9.24	
28210 - Gate Attendant/Gate Tender	13.01	
28310 - Lifeguard		11.59
28350 - Park Attendant (Aide)	14.56	
28510 - Recreation Aide/Health Facility Attendant	10.62	

28515 - Recreation Specialist	18.04	
28630 - Sports Official	11.59	
28690 - Swimming Pool Operator	18.21	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	23.13	
29020 - Hatch Tender	23.13	
29030 - Line Handler	23.13	
29041 - Stevedore I	21.31	
29042 - Stevedore II	24.24	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56	
30021 - Archeological Technician I	20.19	
30022 - Archeological Technician II	22.60	
30023 - Archeological Technician III	27.98	
30030 - Cartographic Technician	27.98	
30040 - Civil Engineering Technician	26.41	
30061 - Drafter/CAD Operator I	20.19	
30062 - Drafter/CAD Operator II	22.60	
30063 - Drafter/CAD Operator III	25.19	
30064 - Drafter/CAD Operator IV	31.00	
30081 - Engineering Technician I	22.92	
30082 - Engineering Technician II	25.72	
30083 - Engineering Technician III	28.79	
30084 - Engineering Technician IV	35.64	
30085 - Engineering Technician V	43.61	
30086 - Engineering Technician VI	52.76	
30090 - Environmental Technician	27.41	
30210 - Laboratory Technician	23.38	
30240 - Mathematical Technician	28.94	
30361 - Paralegal/Legal Assistant I	21.36	
30362 - Paralegal/Legal Assistant II	26.47	
30363 - Paralegal/Legal Assistant III	32.36	
30364 - Paralegal/Legal Assistant IV	39.16	
30390 - Photo-Optics Technician	27.98	
30461 - Technical Writer I	21.93	
30462 - Technical Writer II	26.84	
30463 - Technical Writer III	32.47	
30491 - Unexploded Ordnance (UXO) Technician I	24.74	
30492 - Unexploded Ordnance (UXO) Technician II	29.93	
30493 - Unexploded Ordnance (UXO) Technician III	35.88	
30494 - Unexploded (UXO) Safety Escort	24.74	
30495 - Unexploded (UXO) Sweep Personnel	24.74	
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19	
Surface Programs		
30621 - Weather Observer, Senior (see 2)	27.98	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		14.32
31030 - Bus Driver	20.85	
31043 - Driver Courier	13.98	
31260 - Parking and Lot Attendant	10.07	
31290 - Shuttle Bus Driver	15.66	
31310 - Taxi Driver	13.98	

31361 - Truckdriver, Light	15.66	
31362 - Truckdriver, Medium	17.90	
31363 - Truckdriver, Heavy	19.18	
31364 - Truckdriver, Tractor-Trailer	19.18	
99000 - Miscellaneous Occupations		
99030 - Cashier	10.03	
99050 - Desk Clerk	11.58	
99095 - Embalmer	23.05	
99251 - Laboratory Animal Caretaker I	11.30	
99252 - Laboratory Animal Caretaker II	12.35	
99310 - Mortician		31.73
99410 - Pest Controller	17.69	
99510 - Photofinishing Worker	13.20	
99710 - Recycling Laborer	18.50	
99711 - Recycling Specialist	22.71	
99730 - Refuse Collector	16.40	
99810 - Sales Clerk	12.09	
99820 - School Crossing Guard	13.43	
99830 - Survey Party Chief	21.94	
99831 - Surveying Aide	13.63	
99832 - Surveying Technician	20.85	
99840 - Vending Machine Attendant	14.43	
99841 - Vending Machine Repairer	18.73	
99842 - Vending Machine Repairer Helper	14.43	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 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.

<u>ATTACHMENT J-0200000-03</u> <u>DIRECTIVES, INSTRUCTIONS, AND REFERENCES</u>	
<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
SEE FORMS BELOW

Initial Report
 Follow-up Report
 Final Report

Date ____/____/____

Contractor Incident Report System (CIRS)

1. Contract Information		Incident Information
Prime Contractor:	Cage Code:	
Contract Number:	Installation of Incident:	
Task Order #:	Contracting Activity/ROICC Office:	
Contractor Contact Information		
Name (Last, First):	Phone #:	
Email Address:	Date Notified:	
2. Incident Type (Please Check/Bold All That Apply)		
Assault/Violent Act	Extreme Environmental Exposure	Man over the side (No water entry)
Diving	Falls, slip, trip, or bodily exertion	Man Overboard - Water Entry
Electrical Shock/Burns	Fires - All Types	Material Handling Equipment
Equipment Installation/Repair	Hazardous Material (any type)	Ordnance-Related (Explosive)
Explosion, Non-Ordnance	Industrial (Select Additional Below)	Vehicle (Government or Private)
Industrial Incident Additional Information (Please Check/Bold All That Apply)		
Confined Space	Hand and Power Tools	Work Platforms and Scaffolding
Demolition/Renovation	Rigging	Underground Construction, Shafts, and Caissons
Trenching/Entrapment	Cranes and Hoisting Equipment	Concrete, Masonry, Steel Erection and Residential Construction
Traffic Control	Floating Plant and Marine Activities	Tree Maintenance and Removal
Welding and Cutting	Pressurized Equipment and System	Airfield and Aircraft Operations
Control of Hazardous Energy	Fall Protection	

ATTACHMENT J-0200000-05
SITE MAPS

Please see PDF attachment for SITE MAPS

ATTACHMENT J-0200000-06
EXHIBIT LINE ITEM NUMBERS

Please see Excel attachments EXHIBIT LINE ITEMS NUMBERS

ATTACHMENT J-1502000-01
INVENTORY: NRL, MARINE BARRACKS AND NSA BETHESDA

Please see PDF attachments Bldg 9 New Galley Hoods Breakout & Bldg. 87 New CDC Hood Estimate

NEAS CLAUSES

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

(End of clause)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

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

(b) The offeror shall submit the following information:

- (1) (1) completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.
- (2) (1) copy of the technical proposal.
- (3) (1) copy of the cost/price proposal.

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

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

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

(End of provision)

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

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

(End of clause)

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

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

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

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

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of clause)

5252.216-9313 Maximum Quantities (JUN 1994)

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

(End of clause)

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

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

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized.

(End of clause)

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

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

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

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

(End of clause)

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

(End of clause)

5252.2137-9300 SCHEDULE OF DEDUCTIONS (NOV 1998)

(a) Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Items 0001- 0020. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

(b) Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of

Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer. (End of clause)

5252.237-9301 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. (End of clause)

5252.237-9302 SITE VISIT (JUL 1995)

(a) Arrangements to visit the site may be made by contacting Jee Eun Blanton during regular working hours at 202-685-3299. Site visits are restricted to regular working hours.

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

(End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

(End of clause)

5252.242-9302 PRE-PERFORMANCE CONFERENCE (JUL 1995)

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

(End of clause)

5252.245-9300 GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009)

In accordance with FAR clause 52.245-1, Government Property (JUN 2007), Section I, the Government will provide the Contractor the use of Government-owned utilities for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

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

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

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

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

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

(c) Government-Furnished Material. The Government will furnish the material described in Attachment J-C to the Contractor on a one-time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint

inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

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

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

(End of Clause)

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

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

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

- (1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.
- (2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 24 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 48 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.
- (3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or 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 20 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 10 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 10 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 10 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 NON-PERFORMED OR UNSATISFACTORY WORK.

In accordance with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK" clause FAC 5252.246-9303, deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule and any accompanying exhibits, or on the basis of the actual cost to the Government, estimated methods may be used. Engineered Performance Standards (EPS) or other estimating sources may be utilized to estimate the cost of non-performed work or the costs which would be incurred in remedying unsatisfactory work. The Government may estimate the cost using wage rate 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)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2015 TO 31-MAY-2016	N/A	NAVAL FACILITIES ENG COMMAND JILLITA GRIFFIN 1314 HARWOOD ST WASHINGTON DC 20374 202-433-0908 FOB: Destination	N40080
0002	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080

0003	POP 01-JUN-2015 TO 31-MAY-2016	N/A	NAVAL FACILITIES ENG COMMAND WASHINGTON CHRISTINE L. NGO 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 202-685-8280 FOB: Destination	N40080
0004	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0005	POP 01-JUN-2016 TO 31-MAY-2017	N/A	NAVAL FACILITIES ENG COMMAND JILLITA GRIFFIN 1314 HARWOOD ST WASHINGTON DC 20374 202-433-0908 FOB: Destination	N40080
0006	POP 01-JUN-2016 TO 31-MAY-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0007	POP 01-JUN-2016 TO 31-MAY-2017	N/A	NAVAL FACILITIES ENG COMMAND WASHINGTON CHRISTINE L. NGO 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 202-685-8280 FOB: Destination	N40080
0008	POP 01-JUN-2016 TO 31-MAY-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0009	POP 01-JUN-2017 TO 31-MAY-2018	N/A	NAVAL FACILITIES ENG COMMAND JILLITA GRIFFIN 1314 HARWOOD ST WASHINGTON DC 20374 202-433-0908 FOB: Destination	N40080
0010	POP 01-JUN-2017 TO 31-MAY-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0011	POP 01-JUN-2017 TO 31-MAY-2018	N/A	NAVAL FACILITIES ENG COMMAND WASHINGTON CHRISTINE L. NGO 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 202-685-8280 FOB: Destination	N40080
0012	POP 01-JUN-2017 TO 31-MAY-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080

0013	POP 01-JUN-2018 TO 31-MAY-2019	N/A	NAVAL FACILITIES ENG COMMAND JILLITA GRIFFIN 1314 HARWOOD ST WASHINGTON DC 20374 202-433-0908 FOB: Destination	N40080
0014	POP 01-JUN-2018 TO 31-MAY-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0015	POP 01-JUN-2018 TO 31-MAY-2019	N/A	NAVAL FACILITIES ENG COMMAND WASHINGTON CHRISTINE L. NGO 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 202-685-8280 FOB: Destination	N40080
0016	POP 01-JUN-2018 TO 31-MAY-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0017	POP 01-JUN-2019 TO 31-MAY-2020	N/A	NAVAL FACILITIES ENG COMMAND JILLITA GRIFFIN 1314 HARWOOD ST WASHINGTON DC 20374 202-433-0908 FOB: Destination	N40080
0018	POP 01-JUN-2019 TO 31-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0019	POP 01-JUN-2019 TO 31-MAY-2020	N/A	NAVAL FACILITIES ENG COMMAND WASHINGTON CHRISTINE L. NGO 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 202-685-8280 FOB: Destination	N40080
0020	POP 01-JUN-2019 TO 31-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013

52.204-13	System for Award Management Maintenance	JUL 2013
52.204-14	Service Contract Reporting Requirements	JAN 2014
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-6	Brand Name or Equal	AUG 1999
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.213-1	Fast Payment Procedure	MAY 2006
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
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
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American--Supplies	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013

52.232-36	Payment by Third Party	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.209-7993 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law -- Fiscal Year 2014 Appropriations (Deviation)	FEB 2014
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.216-7006	Ordering	MAY 2011
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.223-7001	Hazard Warning Labels	DEC 1991
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
5252.216-9306	Procedures for Issuing Orders	JAN 2003
5252.246-9303	Consequences of Contractor's Failure to Perform Required Services	JAN 2003

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

(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; N40080-15-R-0304

(2) The time specified in the solicitation for receipt of offers; **March 12, 2015 @2:00 P.M. local time (EST)**

(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 \$3,000, and offers of \$3,000 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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(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 eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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 size standards in this solicitation.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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 business concern" means a concern which 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 whose management and daily business operations are controlled by one or more women.

"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 its stock is owned by one or more women; or

(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) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) Veteran-owned small business concern. (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.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (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.

(5) Women-owned small business concern. (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 women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents 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)(6)(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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not an EDWOSB concern, 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)(7)(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.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (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)(10)(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) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
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---	---

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—

—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) (___) Have, (___) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) (___) Are, (___) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) (___) Have, (___) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—

—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

—

Highest-level owner legal name:

—

(Do not use a ``doing business as" name)

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2014)
ALTERNATE I (OCT 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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 size standards in this solicitation.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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—

“Women-owned business concern” means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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 its stock is owned by one or more women; or

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

"Women-owned business concern" means a concern which 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 whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) Veteran-owned small business concern. (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.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (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.

(5) Women-owned small business concern. (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 women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents 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)(6)(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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not an EDWOSB concern, 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)(7)(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.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

___ 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.

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) 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.

(d) Certifications and representations required to implement provisions of Executive Order 11246—

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of

“domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---	---
---	---
---	---

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.”

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---	---
---	---
---	---

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'': Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements'':

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) (___) Have, (___) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) (___) Are, (___) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [___] Have, [___] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
—	—
—	—
—	—

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

() Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [--] has or [--] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of Provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2014)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any

Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (OCT 2014) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

____ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (35) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (36)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (38)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

X (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

X(41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

_____ (ii) Alternate I (May 2014) of 52.225-3.

_____ (iii) Alternate II (May 2014) of 52.225-3.

_____ (iv) Alternate III (May 2014) of 52.225-3.

_____ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_____ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

_____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

_____ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

X (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

_____ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

_____ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

_____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

- (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- _____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (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 1 June 2015 through 31 May 2020.
- (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)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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 561790- assigned to contract number _____.

(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

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-

DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Contracting Officer.

(End of clause)

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

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

Person--

(1) Means--

(i) A natural person;

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

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

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

Sensitive technology--

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 1314 Harwood Street SE, Bldg. 212 Washington, DC 20374 _____. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

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

(End of provision)

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

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

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).

(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)

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

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

(b) Representation. The Offeror represents that it:

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

resulting from this solicitation.

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

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

(End of provision)