

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 124		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N40085-15-R-0015		6. SOLICITATION ISSUE DATE 15-Apr-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHERYLE M. JOHNSON			b. TELEPHONE NUMBER (No Collect Calls) (757) 341-0087		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 14 May 2015	
9. ISSUED BY NAVFAC MID ATLANTIC HAMPTON ROADS IPT 9742 MARYLAND AVENUE NORFOLK VA 23511-3095 TEL: FAX:		CODE N40085	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: 15.0 NAICS: 485410			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		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL.		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>4</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (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 YEAR FFP Price to perform Indefinite Quantity Work in accordance with the terms of the contract. The price of contract line item 0001 is the sum of ELIN A700 through A709 FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	1ST OPTION YEAR FFP Price to perform Indefinite Quantity Work in accordance with the terms of the contract. The price of contract line item 0001 is the sum of ELIN B700 through B709 FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	2ND OPTION YEAR FFP Price to perform Indefinite Quantity Work in accordance with the terms of the contract. The price of contract line item 0001 is the sum of ELIN C700 through C709 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	3RD OPTION YEAR FFP Price to perform Indefinite Quantity Work in accordance with the terms of the contract. The price of contract line item 0001 is the sum of ELIN D700 through D709 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	4TH OPTION YEAR FFP Price to perform Indefinite Quantity Work in accordance with the terms of the contract. The price of contract line item 0001 is the sum of ELIN E700 through E709 FOB: Destination				

NET AMT

SECTION A

**NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC), MID-ATLANTIC
 9742 MARYLAND AVENUE
 BLDG. Z-140, ROOM 225
 NORFOLK, VA 23511-3095**

**NAVFAC SOLICITATION NUMBER N40085-15-R-0015
 SCHOOL BUS RENTAL/LEASE
 (HAMPTON ROADS AREA)**

The Hampton Roads Virginia area of operation consists of: Naval Station, Norfolk, VA, Naval Amphibious Base Little Creek, Norfolk, VA, Including Fort Story, Virginia Beach, VA, Naval Air Station Oceana, Virginia Beach, VA. Including Dam Neck Training Center, Virginia Beach, VA, Naval Weapon Station, York County, VA, Including Cheatham Annex, Williamsburg, VA, Norfolk Naval Shipyard, Portsmouth, VA. Including Portsmouth Naval Hospital and St. Juliens Creek Annex, Portsmouth, VA, Marine Corps, Camp Allen, Norfolk, VA. Marine Corps, Camp Elmore, Norfolk, VA and all other government installations within a 50 mile radius of any of those bases.

PROPOSAL DUE DATE: 2:00 P.M. (EST) ON 10 May, 2015.

PROPOSAL DELIVERY:**MAILING ADDRESS:**

NAVFAC MID-ATLANTIC
 Attn: Cheryle Johnson
 9742 Maryland Avenue
 Bldg. Z-140, Room 225
 Norfolk, VA 23511-3095

HAND-CARRIED ADDRESS:

NAVFAC MID-ATLANTIC
 9742 Maryland Avenue

Building Z-140, Room 225
Norfolk, VA 23511-3095

Proposals may be mailed via the U.S. Postal Service to our mailing address: 9742 Maryland Avenue, Norfolk, VA 23511 or sent via Express Couriers, or Hand Delivery to our physical address: 9742 Virginia Avenue Bldg Z-140, Room 225, Norfolk, VA 23511.

Due to increased security at all military installations, Offerors who do not currently have a valid Contractor's ID and Vehicle Decal issued by the Department of Defense (DoD), must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with Naval Station security regulations all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor's pass the person must present their driver's license and vehicle registration and/or rental car contract.

Contractor personnel planning to hand deliver their proposals, who do not have a valid Contractor's ID and a DoD decal on their vehicle, must request a one-day pass to access the Naval Station, submitted in writing, email or fax. The written request shall include the company name, complete address, point of contact, phone number, fax number, and e-mail address. In addition, for each representative requiring access to the Naval Station for the purpose of submitting proposals for this solicitation, you must submit the full legal name (first, last and middle initial), place of birth, date of birth, full SSN and citizenship. The request shall be sent to: Cheryle Johnson, Contract Specialist, via e-mail to cheryle.johnson@navy.mil, at least five (5) business days prior to the date proposals are due.

Personnel and vehicle one-day pass must be obtained at the Norfolk Naval Station Pass Office located on Hampton Boulevard across from Gate #5.

It is imperative that all potential offerors adhere to this notice in order to avoid delay in submitting your proposal. Also, be advised by this notice that the level of security at the Norfolk Naval Station may change at any time. As the level of security heightens, the amount of time required to gain access to the Naval Station also increases.

REQUEST FOR PROPOSALS (RFP) INFORMATION/CLARIFICATION QUESTIONS:

Contractors are required to review the entire solicitation package before submitting questions. Submit all questions via one document, by E-mail to cheryle.johnson@navy.mil at least ten (10) days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

REQUEST FOR PROPOSAL (RFP) FILES

Solicitations are posted to the Navy Electronic Commerce Online (NECO) website as mandated by our agency. By necessity, these files are protected to prevent unauthorized editing. The Contract Specialist will post the RFP files to a single website: www.neco.navy.mil. It is the sole responsibility of the Offeror to obtain the RFP files, along with any amendments, from the NECO website. Unprotected editable electronic file copies of the RFP documents, including Word, Excel, and/or Adobe files will not be provided. Please plan accordingly.

SECTION B

B.1 CONTRACT TITLE **SCHOOL BUS RENTAL/LEASE (HAMPTON ROADS ONLY)**

B.2 TYPE OF CONTRACT

This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract as noted in Section L, Instructions, Conditions, and Notices to Bidders, FAR 52.216-1 Type of Contract (Apr 1984).

B.3 COMPETITION REQUIREMENTS/SET-ASIDE

This procurement is being offered as a Small Business Set-Aside.
Refer to Section M – Evaluation Factors for Award.

B.4 NAICS CODE

The North American Industry Classification Standard (NAICS) code for this procurement is 485410 with a small business size standard of \$15.0 million.

B.5 WAGE DETERMINATION

The Service Contract Act is included in this solicitation.
Refer to Section J, Attachment J-0200000-02, Wage Determination.

B.6 BID GUARANTEE / BONDING REQUIREMENTS

A bid guarantee or bonding is not required.

B.7 PERIOD OF PERFORMANCE

The specific period of performance will be determined at the time of award.
Refer to Section F - Deliveries and Performance.

B.8 EVALUATION OF PROPOSALS

Offeror shall submit a total lump sum price for contract line item numbers (CLINs) 0001 through 0005, Section B Price Proposal Form, in addition to the unit prices located in Section J Attachment J-0200000-04, Exhibits A through E. For purposes of evaluating offers for award, the Government will utilize the pricing submitted for the base year and all option periods. Refer to Section M, FAR 52.217-5 Evaluation of Options (Jul 1990).

B.9 GOVERNMENT PURCHASE CARD

Indefinite quantity work may be ordered at the prices offered by 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).

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

B.10 UNIT PRICE ADJUSTMENTS IN OPTION PERIODS

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

B.11 CONTRACT TERM

This contract contains provisions for one Base Period of up to twelve (12) months with four (4) Option Periods (12 months each), not-to-exceed a total of 60 months. The government has the option to extend the term of contract in accordance with NFAS 5252.217-9301, Option To Extend the Term of the Contract – Services (Jun 1994).

B.12 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

- a. Offerors shall enter unit prices and amounts for Contract Line Items (CLINs) as indicated in the price proposal form and any accompanying attachments/exhibits.
- 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 contract line item (CLIN) or exhibit line item (ELIN) will be recomputed accordingly. The CLIN which includes recomputed ELINs will also be recomputed to take into account the change in the ELINs. If the offeror provides a total amount for a CLIN or ELIN, but fails to enter the unit price, the total amount divided by the CLIN or ELIN quantity will be held to be the intended unit price.

- c. The Schedule of Indefinite Quantity Work (CLINs 0001, 0002, 0003, 0004, and 0005) will be used as the basis for deductions in accordance with NFAS Clause 5252.246-9303, Consequences Of Contractor's Failure To Perform Required Services (Mar 2002), Section E.

B.13 BIDDING UNIT PRICES FOR LABOR

- a. A portion of the work included in the scope of this contract cannot be identified in advance in sufficient detail to be included in the Indefinite Quantity portion of the contract. Labor for this work will be ordered under the "INDEFINITE QUANTITY WORK" clause in Section C and paid for based on unit prices for labor bid by the Contractor listed in the Schedule of Indefinite Quantity work.
- b. Estimated hours in the Schedule are a forecast of future requirements. These estimated hours are for performing "Indefinite Quantity Work" accomplished in the time period shown.
- c. The Contractor shall enter, in the unit price bid space, the unit price for performing composite labor. The composite labor price shall include all direct and indirect costs associated with performing an hour of work. The composite labor price should be the Contractor's hourly craft wage adjusted to allow for the offerors work force productivity (i.e., the Contractor's estimate of how its' work force will perform in relation to the Means Facilities Cost Data and/or the Engineered Performance Standards). The Composite Labor Rate shall include all costs for preparation of the cost proposal, job preparation, travel, pre- expended bin materials and supplies, ordering and stockpiling job material, additional material handling, items of equipment necessary to perform work (i.e. bucket truck, lifting equipment, staging, etc.), equipment set up time, lift time, craft delay allowance, profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, bonds, permits, insurance, etc.

B.14 MINIMUM GUARANTEE:

The minimum guarantee is \$5,000.00 and is applicable to the Base Year only.

B.15 RAPIDGates/NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS)

NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.

The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).

Information on costs and requirements to participate and enroll in NCACS is available at <https://eform.rapidgate.com> or by calling (877) 727-4342.

Refer to Annex 0200000 – Management and Administration, subsection 2.8.8.3 Passes and Badges and 2.8.4.1 NCACS Program.

B.16 PERIOD OF PERFORMANCE – LESS THAN ONE YEAR

Offer 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 accordance with the "Performance Period of Contract" clause in Section F. 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.

B.17 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

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

B.18 UNIT PRICE

The unit price proposed by the Contractor shall be in accordance with Annex 0200000, Item 2.13.1, Unit Priced Task (UPT).

B.19 CONTRACTOR SUPPORT OF ELECTRONIC FACILITIES SUPPORT CONTRACTING (E-FSC)

This procurement allows for the use of DoD Email for issuing orders.

B.20 NOTICE TO OFFEROR

Offeror is required to submit both Section B-Price Proposal Form and Section J-Exhibit Line Item Numbers (ELINs) (Attachment J-0200000-04) with their proposal. The total of the Contract Line Item Number (CLIN) in Section B is equal to the sum of the corresponding ELINs from Section J as shown below:

Item No/ CLIN	ELIN
0001	A700 through A709(Exhibit A)
0002	B700 through B709 (Exhibit B)
0003	C700 through C709 (Exhibit C)
0004	D700 through D709 (Exhibit D)
0005	E700 through E709(Exhibit E)

VEHICLE AND EQUIPMENT MAINTENANCE, REPAIR AND ALTERATIONS (HAMPTON ROADS ONLY)

PRICE PROPOSAL FORM

<u>ITEM/CLIN</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
0001	Base Year IDIQ (ELINs A700 – A709) Price to perform Indefinite Delivery/ Indefinite Quantity Work in accordance with the terms of the contract	\$ _____
0002	Option Year One IDIQ (ELINs B700 – B709) Price to perform Indefinite Delivery/ Indefinite Quantity Work in accordance with the terms of the contract	\$ _____
0003	Option Year Two IDIQ (ELINs C700 – C709) Price to perform Indefinite Delivery/ Indefinite Quantity Work in accordance with the terms of the contract	\$ _____
0004	Option Year Three IDIQ (ELINs D700 – D709) Price to perform Indefinite Delivery/ Indefinite Quantity Work in accordance with the terms of the contract	\$ _____
0005	Option Year Four IDIQ (ELINs E700 – E709) Price to perform Indefinite Delivery/ Indefinite Quantity Work in accordance with the terms of the contract	\$ _____

TOTAL PRICE (BASE YEAR PLUS ALL OPTIONS)

\$ _____

SECTION C

0100000 – General Information	
Table of Contents	
Spec Item	Title
1	General Information
1.1	Outline of Services
1.2	Project Location
1.3	Acquisition of Additional Work
1.4	Background Information
1.5	Verification of Workload and Conditions
1.6	Climate Patterns
1.7	Related Information
1.8	Navy Approach to Service Contracting
1.8.1	Partnering Philosophy
1.8.2	Contractor's Knowledge
1.8.3	Industry Best Practices
1.9	Standard Template
1.10	Navy PBSA Approach
1.11	Technical Proposal Certification

0100000 – General Information		
Spec Item	Title	Description
1	General Information	

0100000 – General Information		
Spec Item	Title	Description
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 NAVFAC MIDLANT in the Hampton Roads Virginia. Type of contract anticipated for this procurement is an 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</p> <p>Annex 2 Management and Administration</p> <p>Annex 3 Command and Staff - N/A</p> <p>Annex 4 Public Safety - N/A</p> <p>Annex 5 Air Operations - N/A</p> <p>Annex 6 Port Operations - N/A</p> <p>Annex 7 Ordnance - N/A</p> <p>Annex 8 Range Operations - N/A</p> <p>Annex 9 Health Care Support - N/A</p> <p>Annex 10 Supply - N/A</p> <p>Annex 11 Personnel Support - N/A</p> <p>Annex 12 Morale, Welfare and Recreation Support - N/A</p> <p>Annex 13 Galley - N/A</p> <p>Annex 14 Housing - N/A</p> <p>Annex 15 Facilities Support – N/A</p> <p>Annex 16 Utilities - N/A</p> <p>Annex 17 Base Support Vehicles and Equipment</p> <p>Annex 18 Environmental - N/A</p>
1.2	Project Location	<p>The work shall be performed for activities at various locations. The following is an example of the various locations for the Naval Facilities Engineering Command, Mid-Atlantic (NAVFAC MIDLANT) areas:</p> <p>·</p> <p>Hampton Roads Virginia Area: This area includes:</p> <ol style="list-style-type: none"> 1) Naval Station, Norfolk, Virginia 2) Naval Amphibious Base Little Creek, Norfolk VA. Including Fort Story, Virginia Beach, Virginia 3) Naval Air Station Oceana, Virginia Beach, VA. Including Dam Neck Naval Training Center, Virginia Beach, Virginia 4) Naval Weapons Station Yorktown, York County, VA. Including Cheatham Annex, Williamsburg, Virginia 5) Norfolk Naval Shipyard, Portsmouth, VA. Including Portsmouth Naval Hospital, and St. Julians Creek Annex, Portsmouth Virginia 6) Marine Corps, Camp Allen, Norfolk Va. 7) Marine Corps, Camp Elmore, Norfolk Va.

0100000 – General Information		
Spec Item	Title	Description
		8) All areas within a 50 mile radius of any of these locations.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional School Bus rental services at additional locations in addition to the services and locations identified in the IDIQ requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I and 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	Left Blank	
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 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	Virginia's climate results from global-scale weather patterns that are modified by the diverse landscape of the Commonwealth. In the Hampton Roads Area the Atlantic Ocean and its "river of warm water", commonly called the Gulf Stream, plays a dominant role in differentiating Virginia's precipitation and climate. Winter storms in the vicinity of the east coast generally move northeastward paralleling the coast and Gulf Stream. The climate is generally mild and wet, but with the exceptions, some period of years have had moderate to severe drought and some period of years have had very wet conditions. The summer months are mostly quite dry with some recovery during the fall and winter months.
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>

0100000 – General Information		
Spec Item	Title	Description
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<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</p>

0100000 – General Information		
Spec Item	Title	Description
		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 4 of Annexes 3 through 18.
1.10	Navy PBSA Approach	The Navy’s approach to performance-based service acquisition (PBSA) includes four component parts which are, 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

0200000 – Management and Administration	
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Spec Item	Title
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2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01 .
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, 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. The performance of other work requirements shall be accomplished within the Government's regular working hours unless

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		the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	none
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	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 .
2.3.3	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.
2.3.3.1	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.
2.3.3.2	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.

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2.3.4	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 actions under this contract to their original condition at no cost to the Government.
2.3.5	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.
2.3.6	Invoicing Procedures	Refer to Section G for invoicing instructions.
2.3.7	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting will be provided by the KO on request.
2.4	Government-Furnished Property, Materials and Services	NONE
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 task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The

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		Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F . The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F . Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.
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 available 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 available during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours. The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.
2.7.1.2	Quality Manager	The Contractor shall provide a Quality Manager or designated alternate that shall be available 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,

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Spec Item	Title	Description
		<p>experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past or three years experience if he possesses a Certified Safety Professional (CSP) or safety and health degree. The SSHO shall have completed the OSHA 30-hour construction safety class or equivalent and maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall

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		appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished per Section F .
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F . The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

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Spec Item	Title	Description
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.
2.9	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; and Contractor shall submit a monthly exposure report to the Contracting Officer.
2.9.1	Accident Prevention Plan (APP)	<p>To ensure that the Contractor has a well organized and thorough Safety Program, the Contractor shall prepare an 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. The APP shall follow the format and cover all topics as delineated in Appendix A of EM-385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Situation Specific Safety Plans that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract. Detailed requirements for AHAs and Hazard Specific Safety Plans are provided below.</p> <p>The Contractor's APP shall be submitted to the KO within 15 days following award for approval. The Contractor shall review, update, and submit the revised APP to the KO annually and within 15 calendar days whenever a change in work conditions, hazards, or activities occur.</p>
2.9.2	Activity Hazard Analysis (AHA)	The Contractor shall prepare Activity Hazard Analyses (AHAs) for all common recurring work activities performed under this contract. AHAs

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		<p>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. Specifically:</p> <p>For 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> <p>AHAs shall follow format of Figure 1-1 of EM-385-1-1 and shall explain the following as detailed in the EM-385-1-1</p> <p>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> <p>During performance of services, the SSHO shall periodically review the AHA</p>
2.9.3	Hazard Specific Safety Plans	The Contractor shall develop and implement hazard specific safety plans, as listed below, as necessary for the situation or types of work to be performed under this contract. These hazard specific safety plans shall be submitted with the APP and shall be updated as situations change. Additional hazard specific safety plans 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 a plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Subpart 252.223-7004.
2.9.4	Accident Reporting	<p>An initial report shall be developed by the Contractor and provided to the KO immediately after that an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report, however, it is the Government's desire to receive notification of all mishap situations as early as possible.</p> <p>The Contractor shall develop a follow-on report and shall provide a copy to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the contractor can send a final, conclusive report of the nature, cause, and outcome of the accident.</p> <p>The Contractor shall provide a final report of the accident to the KO within 24 hours after completing the investigation of the accident.</p>
2.9.5	Damage Reporting	The Contractor shall submit to the KO in the manner and on the forms prescribed by the Government all damage to Government property by Contractor employees.

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		The Contractor shall provide a written report to the KO or DGR within 24 hours of discovering damage to a school bus. That report shall be followed by a written repair estimate within three (3) working days. If for any reason that deadline cannot be made a request for an extension shall be made within the original time allowed.
2.9.6	Spill Prevention, Containment, and Clean-up	The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with applicable federal, state, and local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
2.10	FFP Work	NONE
2.11	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.
2.11.1	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.
2.11.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil Error! Hyperlink reference not valid. under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.
2.11.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for IDIQ work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided. Payment for all Task Orders issued will be made in accordance with the Wide Area Work Flow (WAWF) procedures.
2.11.2	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.
2.11.2.1	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

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Spec Item	Title	Description
		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.
2.11.2.1.1	Labor Requirements	Accepted automotive time standards published manufacturer's standards in the current edition of Chilton and / or Mitchell Rate, Parts and Crash Manuals, 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 .
2.11.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in 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.
2.11.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.11.3	IDIQ ELINS	IDIQ ELINs are provided in J-0200000-04 .

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1	General Information	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) (School Bus Rental /Lease Contract) For the Tidewater/Hampton Roads area, and facilities within a 50 miles

		radius of any of the primary bases. The exact locations will be indicated in each Task Order by the Contracting Officer or by each Email order. This procurement is a single award indefinite delivery-indefinite quantity (IDIQ) contract.
1.2	Concept of Operations	The intent of 1700000 BSVE is to specify the requirements for a transportation program consisting of vehicle rental, in this specific contract the Rental of School type busses for the purpose of transporting personnel using Military or civilian government employed drivers and Contractor owned buses. This contract also includes the rental of a school type bus with a Contractor provided driver.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	See Section J J-1700000-01 Definitions and Acronyms
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operation, maintenance and repair within the Base Support Vehicle and Equipment, (BSVE) function.
2.2.1	Delivery Personnel	Under the terms of this contract the Contractor shall be required to provide labor for pick up and delivery of Buses to a delivery point for each activity requiring the use of School Buses. All Contractor personnel delivering buses shall be required to have the proper badges to allow access to the bus delivery point.
2.3	Buses	The Contractor shall provide School type buses with 44 adult passenger seating capacity for use by the Government throughout the contract performance period(s). Buses shall be no more that ten-model years old at the time of rental. (i.e., 2005 model or newer at the time of a 2015 rental)
2.3.1	Mechanical Condition	Buses shall be maintained in such a way to ensure that they are operating in a safe and dependable condition. They shall have current Virginia inspections and shall comply with Federal Motor Carrier Safety Regulations Parts 382, 383, 387, and 390 through 399, as prescribed by the U. S. Department of Transportation Federal Highway Administration.
2.3.1.1	Bus lights	All interior and exterior lights shall be functioning in accord with OEM specifications. This shall include all Driver information and warning lights.
2.3.2	Heating System	All buses shall be equipped with a heating system to provide an even temperature throughout the bus of not less than 70 ⁰ Fahrenheit when the outside temperature is below 58 ⁰ F and a defroster for the windshield.
2.3.3	Doors and Windows	Windows shall be operable by passengers, to provide ventilation. Window gaskets shall be maintained in good condition to prevent cold drafts during cool or cold weather. Doors shall operate smoothly and have seals maintained to prevent drafts.
2.3.4	Bench type Seats	All seats shall be securely anchored to the floor. All seat covers of whatever type shall be free of holes rips and tears of any kind. Federal DOT laws require the protective padding on the backs of the seats in front of you, because seatbelts are not required.
2.3.5	Cleanliness	Buses shall be thoroughly cleaned inside and outside and passenger areas disinfected before each bus dispatch. Buses shall be maintained free of all Graffiti or other marks and scrapes in the paint and on seats.
2.4	Request For Bus Service (Rental)	The Government will notify the Contractor 48 hours in advance of the required start time for the requested services. If the Government fails to give 48 hour advance notice, the Contractor shall be compensated by adding ELIN 709.
2.4.1	Cancellations	If cancellation is given 24 hours or more prior to requested services, then there will be no charge. Historically this happens approximately ten times per year. If cancellation

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
		notification is not given 24 hours prior to requested service, then charges will not exceed a maximum of one (1) hour per bus per cancellation. If the Government cancels a trip at any time after the Contractor's vehicle has arrived, the Contractor shall be reimbursed based on the four-hour (4hr) minimum trip charge specified herein.
2.4.2	Minimum Trips	Each time a rental /Lease Bus is used the Government will pay for a minimum of four (4) hours service per bus regardless of the length of each trip.
2.4.3	Most Advantageous Rate	The most advantageous rate to the Government shall apply. Example: If the rental is at the daily rate and the equipment is kept for six days -- if the weekly rate (7days) is less than the daily cost for six days, then the weekly rate shall apply.
2.4.4	Delivery and Pickup	The Contractor shall be responsible to deliver Rental / Lease Bus(S) to a designated delivery point in the tidewater area. The Contractor Shall pick up Buses from a designated Pick up point when notified by the Government that they have completed the use of the bus. Delivery and pick up points do not have to be the same place for each rental / lease. Buses shall be removed from Gov. property ASAP, but not later than two (2) business days of notification of pickup. The Gov. shall not be held responsible for damages to the buses left on Gov. property for longer than two business days.
2.4.5	Total Rental Period (Without Driver)	Total rental period shall be indicated on each, Task Order /DOD Email Order. Each daily rental shall be for a full 24 hours beginning at 0000 hours and ending at 2400 hours military time. Time begins 0000 hours on the delivery date and end 2400 hours on the pickup date. The rental period shall end on the day the Contractor is notified to pick up the bus even if the original rental period listed in the order was for a longer period. The Contractor shall Deliver the bus to the location on the date and time listed on the order, or sooner if notified by the government. All pickups and deliveries shall be during normal Government working hours. The Government will pay for a full daily rental on the delivery date and the date the Contractor is notified that bus is available for pick up.
2.4.6	Timeliness	The Contractor shall ensure that the bus arrives at the predetermined pick up point at the established starting time. Bus shall arrive at the designated area fifteen (15) minutes prior to the predetermined start time. If bus is fifteen (15) or more minutes late past the predetermined start time, regardless of the reason, then this work requirement shall be deemed as unsatisfactory and subject to Consequences of Failure to Perform clause in Section E. Pick up of the bus shall take place ASAP, but not more than 2 working days of the end of the rental/lease.ing hours Monday through Friday) of notification by the Government that bus is available for pick up.
2.4.7	Inspection and Acceptance	Before being accepted for use by the Government, the vehicle may be inspected by a representative of the Contracting Officer. The Government reserves the right to randomly inspect the Contractor's vehicles and, if vehicle is deemed to be in noncompliance with any requirement of the contract, is unsafe or unsatisfactory to prohibit its use under this contract, then such conditions must be corrected off of government property by the Contractor. In such events, the Contractor must provide a replacement vehicle(s) within one hour and thirty minutes (1.5 hours) at no additional cost to the Government. A re-inspection by a representative of the Contracting officer must be performed before the rejected vehicle can be used under this contract.
2.4.8	Breakdown / Replacement Buses	In the event of a breakdown or malfunction while being Rented / Leased by the Government, the Contractor shall have a replacement bus (the same size and number of seats) at the breakdown site within one hour and thirty minutes (1.5 hours) after the breakdown. For Buses rented for longer distance trips the contractor shall have a replacement bus dispatched to a disabled bus within forty-five minutes of being notified that a bus is disabled. Reasonable transit time will be allowed for the replacement bus to arrive on site. All costs for replacement buses, and on the road service, shall be the responsibility of the contractor and shall result in no additional charge to the Government. In the event passengers are stranded over night due to mechanical breakdown the Contractor shall be responsible for all reasonable passenger and driver expenses to include

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
		lodging and food at the Government's standard per diem locality rates.
2.5	Request For Bus Service (Rental)(With Driver)	When ordering a bus with driver, the bus is required to meet all the same requirements as a bus rental without driver. Delivery times, bus condition, breakdown correction and all other requirements shall be the same with or without a driver. All bus rentals with driver will be local rentals. The intent of this line item is to provide a limited shuttle type service within the Hampton Roads area for a limited time frame. NO OVERNIGHT OR LONG DISTANCE TRIPS MAY BE ORDERED WITH DRIVER. A long distance trip shall be considered a trip that would require a daily scheduled usage period of more than 12 hour drive time and standby time combined. The drivers will be provided with one or more pick up points and delivery points, and then provide return transportation at the completion of the event.
2.5.1	Driver Requirements	In addition to the Employee Requirements in annex 0200000 all drivers shall meet all Virginia Department of Transportation (VDOT) as well as U. S. Department of Transportation, Federal Highway Administration requirements as passenger Bus drivers, and shall be properly licensed for the size and type bus they will be driving.
2.5.1.1	Driver Uniforms	Drivers under this Contract will not be required to be uniformed which is optional, a minimum of business casual attire is required. At all times drivers shall wear an ID badge or name plate that identifies them and the company for which they work. This badge or name plate shall be in addition to the identification badges issued by the Government granting access to Government Installations. Drivers shall be required to provide information consisting of, their name and the name of the Company for which they work to any Government employee, Gate Guard, Military Police or Bus Passenger upon request. They must also provide contact information including the Company's address and phone number if requested.
5.5.1.2	Driver Log (Bus with Driver)	For each bus rental with driver, the driver shall keep a Log sheet that provides the following information: 1) the contract number, 2) date of trip, 3) bus identification number, 4) dispatch location, 5) dispatch time from KTR's facility, 6) each sequential pickup/drop off location and time throughout the day, 7) location and time when they get back to the KTR's facility. 8) The log should have the driver's name printed and the driver's signature certifying that the information is true. Submit per Section F
2.6	Special Events	The Government may require large numbers of buses for air shows, ship commissioning, ceremonies, and other special events.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2.7	Hurricane Evacuation Or Other Natural / Man Made Disaster	<p>During the Atlantic Hurricane Season it may become necessary for the Government to evacuate a portion of the military personnel from the Tidewater area due to an impending tropical cyclone. Any and all Contractors that might be a party to this contract are here by given notice that during any such evacuation the Government may require most or all of the Contractor’s fleet to take part in such an evacuation. During the Atlantic Hurricane Season the Contractor(s) is/are required to monitor regular weather forecasts and take special note if destructive weather is predicted for the tidewater area. A close coordination between the Contracting Officer and the Contractor shall be maintained as soon as forecasts indicate Tidewater might be in the path of a storm. The Government will provide as much advance notice as possible to the Contractor as to the number of buses that will be required, and the delivery points. It is in the nature of Hurricanes / tropical cyclones that they do not always do what is expected. They often turn off course in the last few hours or they rapidly increase in strength when they were not forecast to do so. It is therefore most important that the Contracting Officer and the Contractor remain in close contact to minimize the disruption to the contractor’s normal operation and maximize the availability of transportation assets if they are in fact needed for emergency evacuation.</p> <p>The same procedure as above shall be in effect should the Government have to evacuate do to any other natural or man made disaster.</p>
2.7.1	Cancellations of Evacuation	If the busses are placed on alert and reserved for an evacuation but they are never dispatched the Contractor shall be reimbursed at the rate of one hour for each bus so reserved by a valid DOD Email order or KO issued task order. If the buses are dispatched to a delivery point and are canceled before the trip is completed the Contractor will be compensated for the minimum trip charge or the actual hours of bus operation whichever is greater.

1700000 – Base Support Vehicles and Equipment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	NONE	NONE	NONE

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

SECTION E

E.1 ACCEPTANCE

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

E.2 CONTRACTOR QUALITY CONTROL (QC)

A. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

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

C. The QCP shall include:

- (1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.
- (2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extent of their authority.
- (3) Provisions for recording the results of inspections and for recording corrective action taken.
- (4) Provisions to update and revise the QCP during the performance of the contract.

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

E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

E.4 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative at least monthly during the initial quarters of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within fifteen (15) calendar days.

b. The Government will periodically assess the Contractor's overall performance on this contract by completing a Contractor Performance Appraisal Report (CPAR). A copy of this form is available upon request. The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses the CPAR. The Contractor has thirty (30) calendar days to submit written comments on unsatisfactory ratings.

SECTION F **DELIVERIES OR PERFORMANCE**

F.1 LOCATION

All work is primarily located in the Hampton Roads, Virginia area only.

- 1) Naval Station, Norfolk, Virginia
- 2) Naval Amphibious Base Little Creek, Norfolk VA. Including Fort Story, Virginia Beach, Virginia
- 3) Naval Air Station Oceana, Virginia Beach, VA. Including Dam Neck Naval Training Center, Virginia Beach, Virginia
- 4) Naval Weapons Station Yorktown, York County, VA. Including Cheatham Annex, Williamsburg, Virginia
- 5) Norfolk Naval Shipyard, Portsmouth, VA. Including Portsmouth Naval Hospital, and St. Julians Creek Annex, Portsmouth Virginia
- 6) Marine Corps, Camp Allen, Norfolk Va.
- 7) Marine Corps, Camp Elmore, Norfolk Va.

F.2. PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of up to twelve months with four (4) option periods (12 months each), commencing within 30 days after notice of award. The Government has the option to extend the term of the contract in accordance with "OPTION TO EXTEND THE TERM OF THE CONTRACT-SERVICES" (FAC 5252.217-9301) (JUN 1994) clause, Section I. In the option periods the Government will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations.

F.3 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

0200000 – Management and Administration

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.3.2	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO	1	As specified
0200000/ 2.3.3	N/A	Certificate of Insurance	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	Organizational Chart	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.2.6	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO	1	As specified
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO	1	As required

DELIVERABLES						
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	Hazard Specific Safety Plans	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.4	N/A	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.4	N/A	Weight Handling Equipment Accident Report	Within 30 calendar day of accident.	KO	1	As required
1700000/ 5.5.1.2	N/A	Driver Log (Bus with Driver)	Within 5 days after the completion of the task order.	0	1	With each Task Order

SECTION G**CONTRACT ADMINISTRATION DATA****G.1 CONTRACT ADMINISTRATION**

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

NAVFAC MIDLANT
HAMPTON ROADS IPT
9742 MARYLAND AVENUE
NORFOLK, VA 23511

G.2 RELEASE OF CLAIMS

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

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

G.3 SEPARATE INVOICE REQUIREMENT

The Contractor shall submit a separate invoice for each Task Order.

G.4 INVOICING INSTRUCTIONS

A. Invoices for IQ/Task Order work shall be processed according to the guidance submitted within each task order placed under this contract. Specific invoicing instructions as required by NFAS 5252.232-9301 will be provided in each task order implementing DFARS 252.232-7003. "NOTE: ROUTING TABLE INFORMATION WILL BE PROVIDED ON INDIVIDUAL TASK ORDERS."

B. To comply with the clause DFARS 252.232.7003, Electronic Submission of Payment Requests (March 2008), the contractor is required to register for WAWF at <https://wawf.eb.mil/>. WAWF training is available from the WAWF main web site, or directly at: <http://www.wawftraining.com>. WAWF questions should be directed to the WAWF helpdesk at 866-618-5988.

G.5 NFAS 5252.216-9306, PROCEDURES FOR ISSUING ORDERS (MAR 2002)

a. Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order a task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

b. Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Office), may issue modifications to task orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF30).

c. Task orders may be modified / ordered orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed by issuance of a written modification on an SF 30 within two (2) working days from the time of the oral communication modifying the order.

G.6 NFAS 5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

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

G.7 NFAS 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

___3. The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

SECTION H **SPECIAL CONTRACT REQUIREMENTS**

H.1 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.

H.2 CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the 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 contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email.

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

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

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

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

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

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

EMALL. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III CCO.

SECTION I
SECTION I

SEE CONTRACT CLAUSES AT THE END OF THE DOCUMENT

SECTION J

SECTION J 15-0015 SCHOOL BUS RENTAL CONTRACT DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	Acronyms
J-0200000-02	Wage Determinations
J-0200000-03	References, Instructions, Directives
J-0200000-04	IDIQ ELINs

ATTACHMENT J-0200000-01 ACRONYMS	
Acronym	Title
ACO	Administrative Contracting Officer
APWO/DPWO	Assistant Public Works Officer/Deputy Public Works Officer
CA	Contract Administrator
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CM/KRPM	Contract Manager/Contractor Project Manager
CMMS	Computerized Maintenance Management System
CO	Commanding Officer
Construction PLM/C	Construction Product Line Manager/Coordinator
COR	Condition of Readiness
CS	Contract Specialist
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
FEAD	Facilities Engineering Acquisition Division Director
FFP	Firm Fixed Price
FSC	Facility Support Contract

FSCM	Facility Support Contract Manager
FSC PM/L	Facility Support Contract Project Manager/Leader
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
GPWS	Guide Performance Work Statements
HCA	Head Contracting Agency
ICO/IXO	Installation Commanding Officer/Installation Executive Officer
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
KO	Contracting Officer
LAN	Local Area Network
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
PCO	Procuring Contracting Officer
PEO	Program Executive Officer
PM	Project Manager
PRCSP	Permit Required Confined Space Program
PWD	Public Works Department
PWO	Public Works Officer
PWS	Performance Work Statement
QC	Quality Control
RE	Engineer, Navy Region
RCOM/DRCOM	Commander, Navy Region/Dep. Commander, Navy Region
ROICC	NAME HAS BEEN CHANGED SEE FEAD
SC	Security Clearances
SPAR	Senior Performance Assessment Representative
SubKR Reps	Subcontractor Representatives
TE	Technical Exhibit
TRCO	Technical Representative of the Commanding Officer
VIQ	Variation in Quantity
WBS	Work Breakdown Structure
XO	Executive Officer

<p>ATTACHMENT J-0200000-02</p> <p><u>WAGE DETERMINATIONS</u></p>
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WD 05-2543 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

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

Diane C. Koplewski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2543
 Revision No.: 17
 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: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans
 Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.03
01012 - Accounting Clerk II		15.74
01013 - Accounting Clerk III		17.61
01020 - Administrative Assistant		22.28
01040 - Court Reporter		17.11
01051 - Data Entry Operator I		11.94
01052 - Data Entry Operator II		13.90
01060 - Dispatcher, Motor Vehicle		16.01
01070 - Document Preparation Clerk		13.21
01090 - Duplicating Machine Operator		13.21
01111 - General Clerk I		12.08
01112 - General Clerk II		13.78
01113 - General Clerk III		15.47
01120 - Housing Referral Assistant		19.08
01141 - Messenger Courier		12.22
01191 - Order Clerk I		13.46
01192 - Order Clerk II		17.61
01261 - Personnel Assistant (Employment) I		16.22
01262 - Personnel Assistant (Employment) II		18.14
01263 - Personnel Assistant (Employment) III		20.23
01270 - Production Control Clerk		23.57
01280 - Receptionist		12.28
01290 - Rental Clerk		14.15
01300 - Scheduler, Maintenance		15.30
01311 - Secretary I		15.30
01312 - Secretary II		17.11
01313 - Secretary III		19.08
01320 - Service Order Dispatcher		15.37
01410 - Supply Technician		22.28
01420 - Survey Worker		13.82
01531 - Travel Clerk I		11.49
01532 - Travel Clerk II		12.26
01533 - Travel Clerk III		13.09
01611 - Word Processor I		13.38
01612 - Word Processor II		15.02
01613 - Word Processor III		16.80
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.47
05010 - Automotive Electrician		21.03
05040 - Automotive Glass Installer		20.09
05070 - Automotive Worker		20.09
05110 - Mobile Equipment Servicer		18.15
05130 - Motor Equipment Metal Mechanic		22.02
05160 - Motor Equipment Metal Worker		20.09
05190 - Motor Vehicle Mechanic		22.02
05220 - Motor Vehicle Mechanic Helper		17.13
05250 - Motor Vehicle Upholstery Worker		19.10

05280 - Motor Vehicle Wrecker	20.09
05310 - Painter, Automotive	21.03
05340 - Radiator Repair Specialist	19.10
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	22.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.48
07041 - Cook I	10.11
07042 - Cook II	11.21
07070 - Dishwasher	8.12
07130 - Food Service Worker	9.74
07210 - Meat Cutter	15.33
07260 - Waiter/Waitress	8.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	14.67
09080 - Furniture Refinisher	17.63
09090 - Furniture Refinisher Helper	14.36
09110 - Furniture Repairer, Minor	16.02
09130 - Upholsterer	18.34
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.41
11060 - Elevator Operator	11.41
11090 - Gardener	13.67
11122 - Housekeeping Aide	11.92
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.93
11260 - Pruner	11.63
11270 - Tractor Operator	12.88
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	16.84
12011 - Breath Alcohol Technician	16.09
12012 - Certified Occupational Therapist Assistant	24.34
12015 - Certified Physical Therapist Assistant	24.89
12020 - Dental Assistant	15.56
12025 - Dental Hygienist	33.25
12030 - EKG Technician	23.73
12035 - Electroneurodiagnostic Technologist	23.73
12040 - Emergency Medical Technician	16.84
12071 - Licensed Practical Nurse I	14.39
12072 - Licensed Practical Nurse II	16.09
12073 - Licensed Practical Nurse III	17.95
12100 - Medical Assistant	13.48
12130 - Medical Laboratory Technician	17.16
12160 - Medical Record Clerk	13.96
12190 - Medical Record Technician	15.61
12195 - Medical Transcriptionist	14.13
12210 - Nuclear Medicine Technologist	30.53
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.27
12223 - Nursing Assistant III	11.21
12224 - Nursing Assistant IV	12.58
12235 - Optical Dispenser	18.17
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	12.58
12305 - Radiologic Technologist	25.40
12311 - Registered Nurse I	24.37
12312 - Registered Nurse II	29.81
12313 - Registered Nurse II, Specialist	29.81
12314 - Registered Nurse III	36.07
12315 - Registered Nurse III, Anesthetist	36.07
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	25.36
13013 - Exhibits Specialist III	29.19
13041 - Illustrator I	20.00
13042 - Illustrator II	24.56
13043 - Illustrator III	29.80

13047 - Librarian	32.67
13050 - Library Aide/Clerk	10.41
13054 - Library Information Technology Systems Administrator	23.82
13058 - Library Technician	16.78
13061 - Media Specialist I	16.68
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.80
13071 - Photographer I	13.93
13072 - Photographer II	18.46
13073 - Photographer III	22.43
13074 - Photographer IV	24.90
13075 - Photographer V	30.14
13110 - Video Teleconference Technician	15.93
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.56
14042 - Computer Operator II	17.40
14043 - Computer Operator III	19.41
14044 - Computer Operator IV	21.57
14045 - Computer Operator V	23.88
14071 - Computer Programmer I	(see 1) 20.07
14072 - Computer Programmer II	(see 1) 24.57
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	15.56
14160 - Personal Computer Support Technician	21.57
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.24
15020 - Aircrew Training Devices Instructor (Rated)	40.21
15030 - Air Crew Training Devices Instructor (Pilot)	48.04
15050 - Computer Based Training Specialist / Instructor	32.44
15060 - Educational Technologist	29.72
15070 - Flight Instructor (Pilot)	48.04
15080 - Graphic Artist	24.28
15090 - Technical Instructor	20.94
15095 - Technical Instructor/Course Developer	25.61
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.54
16030 - Counter Attendant	8.54
16040 - Dry Cleaner	10.70
16070 - Finisher, Flatwork, Machine	8.54
16090 - Presser, Hand	8.54
16110 - Presser, Machine, Drycleaning	8.54
16130 - Presser, Machine, Shirts	8.54
16160 - Presser, Machine, Wearing Apparel, Laundry	8.54
16190 - Sewing Machine Operator	11.44
16220 - Tailor	12.22
16250 - Washer, Machine	9.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.51
19040 - Tool And Die Maker	24.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.55
21030 - Material Coordinator	23.57
21040 - Material Expediter	23.57
21050 - Material Handling Laborer	11.27
21071 - Order Filler	11.49
21080 - Production Line Worker (Food Processing)	15.55
21110 - Shipping Packer	13.83
21130 - Shipping/Receiving Clerk	13.83
21140 - Store Worker I	12.41
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	15.55
21410 - Warehouse Specialist	15.55
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.29
23021 - Aircraft Mechanic I	22.18
23022 - Aircraft Mechanic II	23.29
23023 - Aircraft Mechanic III	24.37

23040 - Aircraft Mechanic Helper	16.35
23050 - Aircraft, Painter	20.20
23060 - Aircraft Servicer	18.22
23080 - Aircraft Worker	19.17
23110 - Appliance Mechanic	19.24
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	23.93
23130 - Carpenter, Maintenance	19.24
23140 - Carpet Layer	18.79
23160 - Electrician, Maintenance	21.90
23181 - Electronics Technician Maintenance I	22.38
23182 - Electronics Technician Maintenance II	23.53
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.81
23290 - Fire Alarm System Mechanic	20.20
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	20.48
23312 - Fuel Distribution System Operator	16.73
23370 - General Maintenance Worker	18.30
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	18.22
23382 - Ground Support Equipment Worker	19.17
23391 - Gunsmith I	16.50
23392 - Gunsmith II	18.33
23393 - Gunsmith III	20.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.20
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.31
23430 - Heavy Equipment Mechanic	20.03
23440 - Heavy Equipment Operator	20.20
23460 - Instrument Mechanic	19.24
23465 - Laboratory/Shelter Mechanic	11.27
23470 - Laborer	11.27
23510 - Locksmith	19.31
23530 - Machinery Maintenance Mechanic	20.28
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	21.03
23592 - Metrology Technician II	22.04
23593 - Metrology Technician III	22.96
23640 - Millwright	25.71
23710 - Office Appliance Repairer	19.24
23760 - Painter, Maintenance	19.24
23790 - Pipefitter, Maintenance	20.23
23810 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	20.20
23850 - Rigger	20.52
23870 - Scale Mechanic	18.30
23890 - Sheet-Metal Worker, Maintenance	20.20
23910 - Small Engine Mechanic	19.24
23931 - Telecommunications Mechanic I	23.97
23932 - Telecommunications Mechanic II	25.18
23950 - Telephone Lineman	22.88
23960 - Welder, Combination, Maintenance	19.47
23965 - Well Driller	19.93
23970 - Woodcraft Worker	20.20
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	7.66
24620 - Family Readiness And Support Services Coordinator	13.31
24630 - Homemaker	14.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.80
25040 - Sewage Plant Operator	20.01
25070 - Stationary Engineer	20.80
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	20.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.96
27007 - Baggage Inspector	12.01

27008	- Corrections Officer	18.71
27010	- Court Security Officer	20.29
27030	- Detection Dog Handler	15.31
27040	- Detention Officer	18.71
27070	- Firefighter	19.65
27101	- Guard I	12.01
27102	- Guard II	15.31
27131	- Police Officer I	22.07
27132	- Police Officer II	24.52
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.47
28042	- Carnival Equipment Repairer	10.99
28043	- Carnival Equipment Worker	8.21
28210	- Gate Attendant/Gate Tender	14.30
28310	- Lifeguard	12.22
28350	- Park Attendant (Aide)	15.60
28510	- Recreation Aide/Health Facility Attendant	11.68
28515	- Recreation Specialist	19.83
28630	- Sports Official	12.75
28690	- Swimming Pool Operator	15.63
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	20.73
29020	- Hatch Tender	20.73
29030	- Line Handler	20.73
29041	- Stevedore I	19.71
29042	- Stevedore II	21.80
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	18.28
30022	- Archeological Technician II	19.03
30023	- Archeological Technician III	25.14
30030	- Cartographic Technician	26.68
30040	- Civil Engineering Technician	25.15
30061	- Drafter/CAD Operator I	18.85
30062	- Drafter/CAD Operator II	21.09
30063	- Drafter/CAD Operator III	23.52
30064	- Drafter/CAD Operator IV	28.93
30081	- Engineering Technician I	17.82
30082	- Engineering Technician II	19.79
30083	- Engineering Technician III	22.59
30084	- Engineering Technician IV	27.42
30085	- Engineering Technician V	33.54
30086	- Engineering Technician VI	40.58
30090	- Environmental Technician	21.87
30210	- Laboratory Technician	20.41
30240	- Mathematical Technician	26.68
30361	- Paralegal/Legal Assistant I	16.04
30362	- Paralegal/Legal Assistant II	19.88
30363	- Paralegal/Legal Assistant III	24.32
30364	- Paralegal/Legal Assistant IV	29.42
30390	- Photo-Optics Technician	26.68
30461	- Technical Writer I	23.10
30462	- Technical Writer II	28.24
30463	- Technical Writer III	34.17
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.52
Surface Programs		
30621	- Weather Observer, Senior (see 2)	25.48
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	11.61
31030	- Bus Driver	14.66
31043	- Driver Courier	13.40
31260	- Parking and Lot Attendant	9.25
31290	- Shuttle Bus Driver	14.22
31310	- Taxi Driver	11.32
31361	- Truckdriver, Light	14.22
31362	- Truckdriver, Medium	15.59
31363	- Truckdriver, Heavy	17.75

31364 - Truckdriver, Tractor-Trailer	17.75
99000 - Miscellaneous Occupations	
99030 - Cashier	8.95
99050 - Desk Clerk	9.12
99095 - Embalmer	23.61
99251 - Laboratory Animal Caretaker I	9.86
99252 - Laboratory Animal Caretaker II	10.47
99310 - Mortician	30.76
99410 - Pest Controller	15.66
99510 - Photofinishing Worker	11.61
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.17
99810 - Sales Clerk	11.04
99820 - School Crossing Guard	11.64
99830 - Survey Party Chief	18.10
99831 - Surveying Aide	11.30
99832 - Surveying Technician	16.46
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

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

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

ATTACHMENT J-0200000-03

REFERENCES, INSTRUCTIONS, DIRECTIVES

<u>Reference</u>	<u>TITLE</u>
Code of Federal Regulations (CFR) 40	Environmental Protection Regulations
Code of Federal Regulations (CFR) 49	Department of Transportation (DOT) Regulations
COMNAVREGMIDLANT HRINST 11320.11	Fire Prevention and Protection Regulations

EM 385-1-1
OSHA 29 CFR

U.S. Army Corps of Engineers Safety and Health
Requirements
Occupational Safety and Health Regulations

P.L. 91-190
P.L. 91-596
Public Law 94-580

National Environmental Policy Act (NEPA) of 1969
Occupational Safety and Health Act
Resource Conservation and Recovery Act (RCRA) of
1976
Hazardous Waste Management Regulations

Virginia Department of Environmental Quality
(VADEQ)

ATTACHMENT J-0200000-04

IDIQ ELINS

ATTACHMENT J-0200000-04
EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT
#N40085-15-R-0015
EXHIBIT A - CLIN 9000

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

PROVIDE UNIT PRICES FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY
WORK
IN ACCORDANCE WITH SECTION C. SPEC ITEM 4
ELINS A700 through A709

ELIN/ Catalog No.	Product Name	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
A700	School Bus Service Hourly Charge (Without Driver)	One Hour of bus Rental / Lease. Delivery and pick up times and dates shall be provided with each Email or Task Order issued	1000	HR	\$	\$

<p>A701</p>	<p>School Bus Service Daily Charge (Without Driver)</p>	<p>Daily Rental / Lease shall be for a 24 hour period beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.</p>	<p>200</p>	<p>DA</p>	<p>\$</p>	<p>\$</p>
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A702	School Bus Service Weekly Charge (Without Driver)	Weekly Rental / Lease shall be for a period of seven days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.	100	WK	\$	\$
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<p>A703</p>	<p>School Bus Service Monthly Charge (Without Driver)</p>	<p>Monthly Rental / Lease shall be for a period of 30 days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.</p>	<p>24</p>	<p>MO</p>	<p>\$</p>	<p>\$</p>
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A704	School Bus Service (With Driver) Daily Charge	<p>Daily Rental / Lease With Driver, shall be for a basic 8 hour period beginning at the requested delivery day and time and ending 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	30	DA	\$	\$
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<p>A705</p>	<p>School Bus Service (With Driver) Weekly Charge</p>	<p>Weekly Rental / Lease shall be for a period of seven days 8 hours per day, beginning on the requested delivery day and time and ending 7 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	<p>4</p>	<p>WK</p>	<p>\$</p>	<p>\$</p>
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A706	School Bus Service (With Driver) Monthly Charge	<p>Monthly Rental / Lease shall be for a period of 30 days 8 hours per day beginning on the requested delivery day and time and ending 30 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government.</p> <p>The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility.</p> <p>ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	4	MO	\$	\$
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A707	<p>Bus Driver Overtime per hour charge. To be ordered with, "Bus Rental With driver" as needed to meet bus renters literary or in case of unplanned delay.</p>	<p>This line item can only be ordered with a "Bus rental with driver line item. This line item is to be used when the bus rental requires a driver for more than 11 hour in any one day. This line item can also be used when an unexpected delay will cause the driver to be on duty more than 11 hours in any one day. This line item can never be used to extend a drivers work day beyond the Department of Transportations limit on driver work hours.</p>	60	HR	\$	\$
A708	<p>School Bus Service Delivery and Pickup (Without Driver)</p>	<p>Includes both Delivery to designated point and Pick Up of buses at a designated point when notified by the Government. Completion time shall be based on the task order, Email order for each trip or notification by the government. (Delivery and Pickup will not be paid for buses that are rented with driver.)</p>	400	EA	\$	\$

A709	Short Notice Bus Order	This is an Add on cost for each bus ordered less than 48 hours before required delivery. A bus can be requested with as little as 4 hours notice before required delivery time, 24 hours a day, 365 days a year.	25	EA	\$	\$
		TOTAL INDEFINITE QUANTITY PRICE BASE YEAR				\$

ATTACHMENT J-0200000-04
EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT #N40085-
15-R-0015
EXHIBIT A - CLIN 9000

Line Item 0002 Option One - Indefinite Delivery/Indefinite Quantity Work

PROVIDE UNIT PRICES FOR INDEFINITE DELIVERY/INDEFINITE
 QUANTITY WORK
 IN ACCORDANCE WITH SECTION C. SPEC ITEM 4
 ELINS B700 through B709

ELIN/ Catalog No.	Product Name	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
B700	School Bus Service Hourly Charge (Without Driver)	One Hour of bus Rental / Lease. Delivery and pick up times and dates shall be provided with each Email or Task Order issued	1000	HR	\$	\$
B701	School Bus Service Daily Charge (Without Driver)	Daily Rental / Lease shall be for a 24 hour period beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on	200	DA	\$	\$

		each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.				
B702	School Bus Service Weekly Charge (Without Driver)	Weekly Rental / Lease shall be for a period of seven days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that	100	WK	\$	\$

		<p>the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.</p>				
B703	<p>School Bus Service Monthly Charge (Without Driver)</p>	<p>Monthly Rental / Lease shall be for a period of 30 days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that</p>	24	MO	\$	\$

		<p>the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.</p>				
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B704	School Bus Service (With Driver) Daily Charge	<p>Daily Rental / Lease With Driver, shall be for a basic 8 hour period beginning at the requested delivery day and time and ending 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus</p>	30	DA	\$	\$
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		rental/leases without a driver and do not apply to any bus with a driver rentals/leases.				
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B705	School Bus Service (With Driver) Weekly Charge	<p>Weekly Rental / Lease shall be for a period of seven days 8 hours per day, beginning on the requested delivery day and time and ending 7 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to</p>	4	WK	\$	\$
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		bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.				
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B706	School Bus Service (With Driver) Monthly Charge	<p>Monthly Rental / Lease shall be for a period of 30 days 8 hours per day beginning on the requested delivery day and time and ending 30 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to</p>	4	MO	\$	\$
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bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.

		<p>bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>				
B707	<p>Bus Driver Overtime per hour charge. To be ordered with, "Bus Rental With driver" as needed to meet bus renters literary or in case of unplanne</p>	<p>This line item can only be ordered with a "Bus rental with driver line item. This line item is to be used when the bus rental requires a driver for more than 11 hour in any one day. This line item can also be used when an unexpected delay will cause the driver to be on duty more</p>	60	HR	\$	\$

	d delay.	than 11 hours in any one day. This line item can never be used to extend a drivers work day beyond the Department of Transportations limit on driver work hours.				
B708	School Bus Service Delivery and Pickup (Without Driver)	Includes both Delivery to designated point and Pick Up of buses at a designated point when notified by the Government. Completion time shall be based on the task order, Email order for each trip or notification by the government. (Delivery and Pickup will not be paid for buses that are rented with driver.)	400	EA	\$	\$
B709	Short Notice Bus Order	This is an Add on cost for each bus ordered less than 48 hours before required delivery. A bus can be requested with as little as 4 hours notice before required	25	EA	\$	\$

		delivery time, 24 hours a day, 365 days a year.				
		TOTAL INDEFINITE QUANTITY PRICE OPTION ONE				\$

ATTACHMENT J-0200000-04
EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT #N40085-15-R-0015
EXHIBIT A - CLIN 9000

Line Item 0003 Option Two - Indefinite Delivery/Indefinite Quantity Work

PROVIDE UNIT PRICES FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY
 WORK
 IN ACCORDANCE WITH SECTION C. SPEC ITEM 4
 ELINS C700 through C709

ELIN/ Catalog No.	Product Name	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
C700	School Bus Service Hourly Charge (Without Driver)	One Hour of bus Rental / Lease. Delivery and pick up times and dates shall be provided with each Email or Task Order issued	1000	HR	\$	\$
C701	School Bus Service Daily Charge (Without Driver)	Daily Rental / Lease shall be for a 24 hour period beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the	200	DA	\$	\$

		bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.				
C702	School Bus Service Weekly Charge (Without Driver)	Weekly Rental / Lease shall be for a period of seven days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email	100	WK	\$	\$

		or Task Order.				
C703	School Bus Service Monthly Charge (Without Driver)	Monthly Rental / Lease shall be for a period of 30 days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email	24	MO	\$	\$

		or Task Order.				
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C704	School Bus Service (With Driver) Daily Charge	<p>Daily Rental / Lease With Driver, shall be for a basic 8 hour period beginning at the requested delivery day and time and ending 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	30	DA	\$	\$
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<p>C705</p>	<p>School Bus Service (With Driver) Weekly Charge</p>	<p>Weekly Rental / Lease shall be for a period of seven days 8 hours per day, beginning on the requested delivery day and time and ending 7 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	<p>4</p>	<p>WK</p>	<p>\$</p>	<p>\$</p>
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<p>C706</p>	<p>School Bus Service (With Driver) Monthly Charge</p>	<p>Monthly Rental / Lease shall be for a period of 30 days 8 hours per day beginning on the requested delivery day and time and ending 30 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	<p>4</p>	<p>MO</p>	<p>\$</p>	<p>\$</p>
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C707	<p>Bus Driver Overtime per hour charge. To be ordered with, "Bus Rental With driver" as needed to meet bus renters literary or in case of unplanned delay.</p>	<p>This line item can only be ordered with a "Bus rental with driver line item. This line item is to be used when the bus rental requires a driver for more than 11 hour in any one day. This line item can also be used when an unexpected delay will cause the driver to be on duty more than 11 hours in any one day. This line item can never be used to extend a drivers work day beyond the Department of Transportations limit on driver work hours.</p>	60	HR	\$	\$
C708	<p>School Bus Service Delivery and Pickup (Without Driver)</p>	<p>Includes both Delivery to designated point and Pick Up of buses at a designated point when notified by the Government. Completion time shall be based on the task order, Email order for each trip or notification by the government. (Delivery and Pickup will not be paid for buses that are rented with driver.)</p>	400	EA	\$	\$

C709	Short Notice Bus Order	This is an Add on cost for each bus ordered less than 48 hours before required delivery. A bus can be requested with as little as 4 hours notice before required delivery time, 24 hours a day, 365 days a year.	25	EA	\$	\$
		TOTAL INDEFINITE QUANTITY PRICE OPTION TWO				\$

ATTACHMENT J-0200000-04
EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT #N40085-15-R-0015
EXHIBIT A - CLIN 9000

Line Item 0004 Option Three - Indefinite Delivery/Indefinite Quantity Work

PROVIDE UNIT PRICES FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY WORK
 IN ACCORDANCE WITH SECTION C. SPEC ITEM 4
 ELINS D700 through D709

ELIN/ Catalog No.	Product Name	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
D700	School Bus Service Hourly Charge (Without Driver)	One Hour of bus Rental / Lease. Delivery and pick up times and dates shall be provided with each Email or Task Order issued	1000	HR	\$	\$
D701	School Bus Service Daily Charge (Without Driver)	Daily Rental / Lease shall be for a 24 hour period beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the	200	DA	\$	\$

		Email or Task Order.				
D702	School Bus Service Weekly Charge (Without Driver)	<p>Weekly Rental / Lease shall be for a period of seven days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.</p>	100	WK	\$	\$

D703	School Bus Service Monthly Charge (Without Driver)	<p>Monthly Rental / Lease shall be for a period of 30 days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.</p>	24	MO	\$	\$
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D704	School Bus Service (With Driver) Daily Charge	<p>Daily Rental / Lease With Driver, shall be for a basic 8 hour period beginning at the requested delivery day and time and ending 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	30	DA	\$	\$
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D705	School Bus Service (With Driver) Weekly Charge	<p>Weekly Rental / Lease shall be for a period of seven days 8 hours per day, beginning on the requested delivery day and time and ending 7 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	4	WK	\$	\$
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D706	School Bus Service (With Driver) Monthly Charge	<p>Monthly Rental / Lease shall be for a period of 30 days 8 hours per day beginning on the requested delivery day and time and ending 30 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	4	MO	\$	\$
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D707	<p>Bus Driver Overtime per hour charge. To be ordered with, "Bus Rental With driver" as needed to meet bus renters literary or in case of unplanned delay.</p>	<p>This line item can only be ordered with a "Bus rental with driver line item. This line item is to be used when the bus rental requires a driver for more than 11 hour in any one day. This line item can also be used when an unexpected delay will cause the driver to be on duty more than 11 hours in any one day. This line item can never be used to extend a drivers work day beyond the Department of Transportations limit on driver work hours.</p>	60	HR	\$	\$
D708	<p>School Bus Service Delivery and Pickup (Without Driver)</p>	<p>Includes both Delivery to designated point and Pick Up of buses at a designated point when notified by the Government. Completion time shall be based on the task order, Email order for each trip or notification by the government. (Delivery and Pickup will not be paid for buses that are rented with driver.)</p>	400	EA	\$	\$
D709	<p>Short Notice Bus Order</p>	<p>This is an Add on cost for each bus ordered less than 48 hours before required delivery. A bus can be requested with as little as 4 hours notice before required delivery time, 24 hours a day, 365 days a year.</p>	25	EA	\$	\$

		TOTAL INDEFINITE QUANTITY PRICE OPTION THREE				\$
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ATTACHMENT J-0200000-04
EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT #N40085-15-R-0015
EXHIBIT A - CLIN 9000

Line Item 0005 Base Period - Indefinite Delivery/Indefinite Quantity Work

PROVIDE UNIT PRICES FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY WORK
 IN ACCORDANCE WITH SECTION C. SPEC ITEM 4
 ELINS E700 through E709

ELIN/ Catalog No.	Product Name	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price
E700	School Bus Service Hourly Charge (Without Driver)	One Hour of bus Rental / Lease. Delivery and pick up times and dates shall be provided with each Email or Task Order issued	1000	HR	\$	\$
E701	School Bus Service Daily Charge (Without Driver)	Daily Rental / Lease shall be for a 24 hour period beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.	200	DA	\$	\$

<p>E702</p>	<p>School Bus Service Weekly Charge (Without Driver)</p>	<p>Weekly Rental / Lease shall be for a period of seven days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.</p>	<p>100</p>	<p>WK</p>	<p>\$</p>	<p>\$</p>
<p>E703</p>	<p>School Bus Service Monthly Charge (Without Driver)</p>	<p>Monthly Rental / Lease shall be for a period of 30 days beginning at 0000 HR until 2400 HR for each rental day. The Government will pay a full days rental on both the delivery day and the day the contractor is notified to pick up the bus. The requested delivery day and time and the expected pick up day and time will be on each Email or Task Order issued. The rental period shall end when the Contractor is notified that the bus is ready for pick up even if that results in a shorter rental period than listed in the Email or Task Order.</p>	<p>24</p>	<p>MO</p>	<p>\$</p>	<p>\$</p>

E704	School Bus Service (With Driver) Daily Charge	<p>Daily Rental / Lease With Driver, shall be for a basic 8 hour period beginning at the requested delivery day and time and ending 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility.</p> <p>ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	30	DA	\$	\$
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E705	School Bus Service (With Driver) Weekly Charge	<p>Weekly Rental / Lease shall be for a period of seven days 8 hours per day, beginning on the requested delivery day and time and ending 7 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility.</p> <p>ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	4	WK	\$	\$
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<p>E706</p>	<p>School Bus Service (With Driver) Monthly Charge</p>	<p>Monthly Rental / Lease shall be for a period of 30 days 8 hours per day beginning on the requested delivery day and time and ending 30 days and 8 hours later or earlier if the mission is complete and the bus is released by the Government. The Contractor shall however plan on the bus and driver rental for 11 hours for each daily rental. The remaining 3 hours is meant to cover any unexpected delays in transit including but not limited to delays in personnel pick up due to extended training time, delays due to local traffic problems, delays due to tunnel or road closures, and special event traffic delays. It shall also cover delivery and return time to the contractors facility. ELIN X-708 for Bus Delivery and Pickup fees are intended to apply only to bus rental/leases without a driver and do not apply to any bus with a driver rentals/leases.</p>	<p>4</p>	<p>MO</p>	<p>\$</p>	<p>\$</p>
<p>E707</p>	<p>Bus Driver Overtime per hour charge. To be ordered with, "Bus Rental With driver" as needed to meet bus renters literary or in case of unplanne</p>	<p>This line item can only be ordered with a "Bus rental with driver line item. This line item is to be used when the bus rental requires a driver for more than 11 hour in any one day. This line item can also be used when an unexpected delay will cause the driver to be on duty more than 11 hours in any one day. This line item can never be used to extend a drivers work day beyond the Department of Transportations limit on driver work hours.</p>	<p>60</p>	<p>HR</p>	<p>\$</p>	<p>\$</p>

	d delay.					
E708	School Bus Service Delivery and Pickup (Without Driver)	Includes both Delivery to designated point and Pick Up of buses at a designated point when notified by the Government. Completion time shall be based on the task order, Email order for each trip or notification by the governmrt. (Delivery and Pickup will not be paid for buses that are rented with driver.)	400	EA	\$	\$
E709	Short Notice Bus Order	This is an Add on cost for each bus ordered less than 48 hours before required delivery. A bus can be requested with as little as 4 hours notice before required delivery time, 24 hours a day, 365 days a year.	25	EA	\$	\$
		TOTAL INDEFINITE QUANTITY OPTION FOUR				\$

ATTACHMENT J-1700000-03
Examples of Computer Based Loss Estimating Programs
The following are just examples of computer based vehicle estimating software. They are not recommended or approved by the Government for this Contract. They are a result of a random on line search only. This is not meant to be a complete list of programs available.
CCC ONE, By CCC Information Services Inc.; Web-Est, by Web-Est, Collision Estimating; Mitchell Estimating, by Mitchell International, Inc.; AutoBiz, by TABS; Omnique, by Circle Industries & Technologies; AutoShop, by Winworks Software; Shop Boss Pro, by Boss Software; R.O. Writer, by Automotive Management Solutions; Maxx Traxx Pro, by Scott Systems; InvoMax, by Hunnicutt Software; Protractor.net, by Protractor Software; Garage Partner, By Garage Partner; PifPro, by ProfitBoost; AutoS2000, by Amcom; Real- Time Labor Guide, by Real-Time Labor Guide; NAPA TRACS, by NAPA Auto Parts;

SECTION L

L.1 CONTRACTOR PROPOSAL CERTIFICATION

Contractor is required to certify in writing on page 1 of proposal the following:

_____ (Name of Offeror) warrants that its proposal _____ (of date or other identifier) incorporated herein by reference, including, but not limited to , proposed approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during the execution thereof.

The contractor is not excused from meeting such performance objectives in the event such proposal proved inadequate as conceived or executed to meet such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objectives.

L.2 INQUIRIES

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

All questions must be submitted at least ten (10) days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

Pre-Proposal Inquiries shall be electronically sent to:

Cheryle Johnson, Contract Specialist, at the following email address: cheryle.johnson@navy.mil.

L.3. PRICE PROPOSAL SUBMITTAL REQUIREMENTS

Submit one (1) original and one (1) copy of the price proposal in three-ring binders and clearly marked as the price proposal. In addition to providing hard copies of the price proposal, offerors shall provide one (1) electronic copy of the price proposal on a non-rewritable CD in Microsoft Excel format. Offerors are advised that in the event of a discrepancy between pricing information contained on the CD and the hard copy, the hard copy will govern. Each copy of the price proposal shall include a separate tab for each item specified below:

Tab #1: Completed hard copy of ELIN spreadsheet (Section J Attachment).

Tab #2: Representations and Certifications

SECTION M

M.1 PRE-AWARD SURVEY

The Government may make a pre-award survey of the low conforming bidder to determine whether such bidder is qualified and capable of performing the contract. The pre-award survey will involve examination of the bidder's financial and technical status and understanding of the contract requirements. The following are examples of the information that, upon request, the bidder shall be required to provide in writing to the pre-award survey team. Requested information shall be forwarded within three days of request. Failure to provide requested information, or a determination, after review of the information, of the bidder's non-responsibility, may result in bid rejection.

- a. Identification of the Contractor's personnel and management to be used on this contract.
- b. The Contractor's technical and management plans for performing required services.
- c. Description of Contractor's facilities and equipment.
- d. Summary of the Contractor's experience in performing work of the type required by this specification.
- e. Three of the most current financial statements.
- f. Other work presently under contract.
- g. Prior contracts for similar work, and the names and addresses of individuals with the organization issuing the contract who may be contacted for information concerning the Contractor's performance.
- h. Contractor Quality Control plan for this contract.

M.2 PRICE REASONABLENESS

The offeror's proposal shall be evaluated for price reasonableness. Award will be made provided that agreement can be reached regarding price and other contract terms and conditions.

M.3 EVALUATION FACTORS FOR AWARD

M.3.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. 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 to the government is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

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

5. In order to permit efficient competition, the Navy will utilize the following methodology. Proposal will initially be screened for price and placed in order of price (lowest to highest price). The Navy will then evaluate the technical factors of the three lowest priced proposals. The Navy will make award to the lowest priced technically acceptable proposal from among the three lowest priced proposals. However, the Navy, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the navy. If discussions are deemed necessary by the Contracting Office, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range.

M.3.B. EVALUATION FACTORS FOR AWARD

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

- Factor 1 - Corporate Experience
- Factor 2 – Past Performance
- Factor 3 - Safety

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: Submit one (1) original and one (1) copy of the price proposal in three-ring binders and clearly marked as the price proposal. In addition to providing hard copies of the price proposal, offerors shall provide one (1) electronic copy of the price proposal on a non-rewritable CD in Microsoft Excel format. Offerors are advised that in the event of a discrepancy between pricing information contained on the CD and the hard copy, the hard copy will govern. Each copy of the price proposal shall include a separate tab for each item specified below:

Tab #1: Completed hard copy of ELIN spreadsheet (Section J attachment).

Tab #2: Representations and Certifications (ref: <http://orca.bpn.gov>)

Tab #3: If offeror is proposing as a Joint Venture and/or Mentor-Protégé, offeror shall provide a copy of the Joint Venture Agreement and/or Mentor-Protégé Agreement with its proposal under this tab. The Mentor-Protégé Agreement shall have prior approval by the Small Business Administration.

(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 Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

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

(b) Technical Factors:

General Technical Proposal Submittal Requirements: Submit one (1) original and three (3) copies of the technical proposal [total of four (4) copies], clearly marked as the technical proposal, and tabbed appropriately. **Technical proposals shall be submitted in 8-1/2 x 11 format; font size no smaller than 12, limited to 75 single-sided pages, inclusive of all charts, resumes, forms and other documentation responsive to the solicitation requirements.**

Price proposals are not part of the 75 page limitation. Pages exceeding the 75 single-sided page maximum page limitation shall not be considered during evaluation of the proposal.

No pricing shall be included in the technical proposal.

The technical proposal shall include a cover page that provides: name and address of the prime contractor, DUNS number, CAGE Code and the name, title, email, phone and fax number of authorized representative.

The technical proposal shall include submittals for each technical factor as specified below:

FACTOR 1 - CORPORATE EXPERIENCE

The Offeror shall submit the following information:

Submit a minimum of one (1) and a maximum of five (5) projects that are similar in size, scope, and complexity to the work requirements specified in the RFP.

Projects submitted for the Offeror shall be current or completed within the past five (5) years of the date of issuance of this RFP.

The attached Corporate Experience Form (Attachment A) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP as described above.

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 shall be submitted for each Joint Venture partner. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The prime contractor will not be found acceptable on the basis of the subcontractor's experience only.

(ii) Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant projects as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review five projects. Any projects submitted in excess of the five (5) for Experience will not be considered.

FACTOR 2 – PAST PERFORMANCE

(i) Solicitation Submittal Requirements:

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Experience. 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 B), 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, Andres Medina, via email at andres.medina@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.

Also include performance recognition documents received within the last (*insert the number of years*) such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

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

(FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

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

(ii) Basis of Evaluation:

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

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

FACTOR 3 - SAFETY

(i) Solicitation Submittal Requirements:

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

(1) Experience Modification Rate (EMR):

For the three (3) previous complete calendar years (2012, 2013 and 2014), submit your EMR (which compares your company’s annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

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

For the three (3) previous complete calendar years (2012, 2013 and 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. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety:

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

(ii) Basis of Evaluation:

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

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

(1) Experience Modification Rate (EMR):

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

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

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety:

The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

ATTACHMENT A**CORPORATE EXPERIENCE PROJECT DATA SHEET**

Project No. (check one) : #1 #2 #3 #4 #5

1. Experience for: Offeror Joint-Venture Other (Explain)

Firm Name:

Address:

Phone Number:

Point of Contact: Contact Phone Number:

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

Percent of project work performed:

If subcontractor, who was prime (Name/Phone #):

3. Contract Number: Delivery/Task Order Number:

Title:

Location:

4. Award Date (mm/dd/yy): Completion Date (mm/dd/yy):

5. Type of work:

New Construction Renovation Repair Alteration Other (explain):

6. Type of Contract/Task Order: (**Check ALL that apply**)

Firm-Fixed Price Cost/Time and Material Other (explain):

7. Award Amount: Final Price:

Type of Contract/Task Order: (**Check ALL that apply**)

Delivery/Task Order (IDIQ) Other (explain):

8. Provide a detailed description of the project and the relevancy to the project requirements of this RFP

9. Provide a detailed description of what work your firm self-performed on this project:

10. Other Information:

ATTACHMENT B

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

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

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

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

3. Contract Information

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

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

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

4. Project Description:

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

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

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

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

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

8. Client's Signature:

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

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

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

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

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

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014

52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-3	Offeror Representations and Certification--Commercial Items	MAR 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 485410..

(2) The small business size standard is 15.0 Million..

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

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

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

() Paragraph (d) applies.

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

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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.)

X (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.)

X (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).

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

X (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).

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

___ (10) [Reserved]

___ (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.
- ____ (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).
- X (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)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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

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

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

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

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

____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 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.)

____ (35)(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.)

____ (36) (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.

____ (37)(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.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(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 (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

____ (42) (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.

_____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 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).

_____ (45) 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).

_____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

_____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

_____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

_____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

_____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (54)(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.)

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

_____ (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)).

_____ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (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.
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).
- (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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single IDIQ contract resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 200.00., the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$150,000.00.

(2) Any order for a combination of items in excess of \$40,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

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 9742 Maryland Ave. Bldg Z140, Room 225 Norfolk, Va 23511-3095.

(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)

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

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

(End of clause)

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://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/>

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from _____ through _____ [insert dates].

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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)

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

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

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

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

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

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

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

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

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

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 2 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 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 15 percent of the computed cost.

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

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

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

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

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

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

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

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

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

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

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