

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   164		
2. CONTRACT NO.		3. SOLICITATION NO. N40085-15-R-3829	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 22 Jan 2016	6. REQUISITION/PURCHASE NO. ACQR4081487			
7. ISSUED BY NAVFAC MID ATLANTIC PWD GREAT LAKES 310 B STREET GREAT LAKES IL 60088-2801  CODE N40085  TEL: FAX:			8. ADDRESS OFFER TO  <b>See Item 7</b>		(If other than Item 7) CODE  TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME ANN M. BONIS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 847-688-5395		C. E-MAIL ADDRESS ann.bonis@navy.mil		
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<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Recurring Elevator Services                      FFP                      The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment services for installed equipment and Vertical Transportation Equipment (VTE) services at Naval Station Great Lakes. Contractor shall reference the attached Exhibits for the complete scope of work. Funding for recurring services shall be provided via task order.                      FOB: Destination                      PURCHASE REQUEST NUMBER: ACQR4081487</p>		Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Non Recurring Elevator Services                      FFP                      The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment services for installed equipment and Vertical Transportation Equipment (VTE) services at Naval Station Great Lakes. Contractor shall reference the attached Exhibits for the complete scope of work. Tasks under this CLIN shall be completed via separate task orders.                      FOB: Destination                      PURCHASE REQUEST NUMBER: ACQR4081487</p>		Each		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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9000

Follow On Years  
FFP

This contract includes a base period of seven months, with up to four (4) follow-on periods of one year each. The total duration of this contract shall not exceed sixty months. The CLINs for the follow-on periods shall be established upon successful completion of the previous service period. Each period of performance shall begin 01 April.

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4081487

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Section C - Descriptions and Specifications

**SECTION C**

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Naval Station Great Lakes. This is a combination firm-fixed price (FFP) contract to perform VTE maintenance. 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><b>Annex 1 General Information</b>  <b>Annex 2 Management and Administration</b>  Annex 3 Command and Staff  Annex 4 Public Safety  Annex 5 Air Operations  Annex 6 Port Operations  Annex 7 Ordnance  Annex 8 Range Operations  Annex 9 Health Care Support  Annex 10 Supply  Annex 11 Personnel Support  Annex 12 Morale, Welfare and Recreation Support  Annex 13 Galley  Annex 14 Housing  Annex 15 Facilities Support  <b>Sub-Annex 1502000 Facilities Investment – VTE Maintenance</b>  Annex 16 Utilities  Annex 17 Base Support Vehicles and Equipment  Annex 18 Environmental</p>
1.2	Project Location	<p>The Naval Station Training Center, Great Lakes is located in Illinois’s North Eastern part on the state on the shores of Lake Michigan, approximately 40 miles north of Chicago, IL. and 60 miles south of Milwaukee, WI. Work shall be performed at various building locations located at Naval Station Great Lakes.</p> <p>The work shall be performed at various locations and could vary from location to location.</p>
1.3	Acquisition of Additional Work	<p>The Government reserves the right to acquire additional VTE maintenance services at additional locations in addition to the services and locations identified in the Firm-Fixed Price requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not</p>

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	The Naval Station Training Center Great Lakes includes the Navy's only Recruit Training Command preparing Sailors for the Fleet as well as specialty schools for Gas Turbine Propulsion, Diesel Propulsion, Hull, Machinist, Engineman, Electricians, Fire Control, Quarter Master and many other support activities and commands.
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	Located in the Midwest, the state of Illinois has four seasons: Spring, Summer, Fall and Winter. The Spring season begins mid-March through mid June with weather conditions ranging from dry to rainy with cooler temperatures averaging in the lower 40's to upper 60's. The Summer season begins Mid June until mid September with weather conditions ranging from dry to rainy with temperatures averaging in the lower 70's to upper 80's. The Fall season begins Mid September through mid December with weather conditions ranging from dry, rainy, occasional ice/sleet possibly snow. Cooler temperatures averaging in the lower 60's to low 50's. The Winter season begins Mid-December through Mid March with weather conditions ranging from dry, rainy, ice, sleet, and snow. Colder temperatures averaging in the lower 30's to low teens.

1.7                      Related Information                      There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:

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

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

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

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

**0100000 – General Information**

<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
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 level specification items apply to all subordinate specification items, e.g.,</p>

**0100000 – General Information**

<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		Specification Item 3 standards apply to all firm fixed priced specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.
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.

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

<i>Spec Item</i>	<i>Title</i>
2.7	Personnel Requirements
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)
2.7.1.2	Quality Manager
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.1.4	Environmental/Energy Manager
2.7.2	Employee Requirements
2.7.2.1	Employee Appearance
2.7.2.2	Employee Conduct
2.7.2.3	Identification as Contractor Employee
2.7.2.4	Removal of Employees
2.7.2.5	Proof of Legal Residency
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.3	Passes and Badges
2.8.4	Access to Installation
2.8.4.1	NCACS Program
2.8.4.2	One-Day Passes
2.8.5	Access to Buildings
2.8.6	Access Arrangements
2.8.7	Security Clearances
2.8.8	Trustworthiness Security – Navy Contract/Task Orders
2.9	Contractor Safety Program
2.9.1	Accident Prevention Plan (APP)
2.9.2	Activity Hazard Analysis (AHA)
2.9.3	Occupational Risk and Compliance Plans and Programs
2.9.3.1	Alcohol and Drug Abuse Prevention Plan
2.9.3.2	Emergency Response Plans
2.9.4	Accident and Damage Reporting
2.9.4.1	Accident Reporting Notification
2.9.5	Fire Protection
2.9.6	Monthly On-Site Labor Report
2.9.7	OSHA Citations and Violations
2.9.8	Safety Inspections and Monitoring
2.9.9	Safety Certification
2.9.10	Safety Apparel on Jobsites
2.10	Environmental Management and Sustainability
2.10.1	Energy Management Program
2.10.1.1	Energy Efficient Products
2.10.2	Environmental Protection
2.10.2.1	ODS Requirements for Refrigerant Recycling
2.10.2.2	Non-Hazardous Waste Disposal
2.10.2.3	Hazardous Waste Disposal
2.10.2.4	Spill Prevention, Containment, and Clean-up
2.10.2.5	Hazardous Material Management
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.7	Noise Control
2.10.2.8	Salvage

<i>Spec Item</i>	<i>Title</i>
2.10.2.9	Asbestos Containing Material (ACM)
2.10.3	Sustainable Procurement and Practices
2.10.3.1	Environmentally Preferable Products
2.10.3.2	Use of Recovered Materials
2.10.3.3	Use of Biobased Products
2.11	Disaster Preparedness
2.12	Technical Library
2.13	Warranty Management
2.14	FFP Work Procedures
2.14.1	Notification to the Government for Work Above the FFP Limitations
2.14.2	FFP Exhibit Line Item Numbers (ELINs)
2.14.3	Common Output Level Standards (COLS) Options
2.14.3.1	Option to Change COLS at Contract Award
2.14.3.2	Option to Change COLS at Exercise of an Option Period
2.15	IDIQ Work
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)
2.15.2.1	IDIQ Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Material and Equipment Requirements
2.15.2.2	Issuance of Final Task Order
2.15.3	IDIQ ELINS

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours to the KO for approval at least seven calendar days prior to requested day. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, and 3.1.2.1 and so on.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	N/A
2.3.3	Partnering	<p>To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>A project's characteristics determine the process level to be used. As such the following partnering level applies to this contract</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.3.3.1	Contract Partnering Level C	This level of partnering discusses partnering concepts and benefits and should become a part of the pre-performance conference. The senior Government and Contractor stakeholders present will jointly host the partnering sessions. The partners will determine the frequency of the follow-on sessions. The partnering sessions should be held at locations agreed to by the partners.
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p> <p>For more information concerning Partnering refer to NAVFACINST 11013.40, which can be viewed in the Government's Contracts Office.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President  *Contract/Project Manager  *Supervisor/Superintendent  *Quality Manager  Safety Manager</p>
2.3.4	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of permits and licenses per Section F.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-05, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <p style="padding-left: 40px;">Comprehensive General Liability: \$500,000 per occurrence</p> <p style="padding-left: 40px;">Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p style="padding-left: 40px;">Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers  Other as required by state law.
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	N/A
2.3.8	Instructions, Directives, and References	Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.9	Invoicing Procedures	Invoicing procedures are identified in J-0200000-04.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included in J-0200000-05.
2.3.11	Cost Account Code (CAC) Reporting	N/A
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.
2.4.1	Government-Furnished Facilities (GFF)	N/A
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	N/A
2.4.4	Government-Furnished Equipment (GFE)	N/A
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

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and Work Status Reports shall be provided when requested by the KO. A status report of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government within 5 working days prior to the new month for scheduled work. 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.
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	Computerized Maintenance Management Systems (CMMS)	N/A
2.6.7	Quality Management	The Contractor shall establish and maintain a complete QMS program

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	System (QMS)	<p>in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> <li>... Accurate documentation of work processes, procedures, and output measures.</li> <li>... A systematic procedure for assessing compliance with performance objectives and standards.</li> <li>... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</li> <li>... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</li> </ul>
2.6.7.1	Quality Management (QM) Plan	The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.
2.6.7.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.8	Property Management Plan	The Contractor shall establish and maintain a plan that meets the contract clause requirements of Specification Item 2.4 of this Annex. This plan shall identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession. The Property Management Plan shall be submitted per Section F.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.

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2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM who has relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be available to respond to phone calls within 2 hrs from the receipt of messages and available to respond to e-mails within 24 hrs after the Governments request. The Project Manager shall not act as the Site Safety Health Officer (SSHO).
2.7.1.2	Quality Manager	The Contractor shall provide a Quality Manager who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met. The Quality Manager or alternate shall be available to respond to phone calls within 2 hrs from the receipt of messages and available to respond to e-mails within 24 hrs after the Governments request. The Quality Manager may be the same person as the Project Manager.
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed three years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and shall have completed the OSHA 30-hour construction safety class or equivalent within the last three years. The SSHO shall not be the same person as the Project Manager.</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. Competent personnel shall be provided as required Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All

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		Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.2	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.3	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.4	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.
2.7.2.5	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished.
2.8	Security Requirements	<p>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.</p> <p>The Government periodically conducts security exercises on the installation to safeguard against threats or attacks to the Navy's facilities and personnel. These exercises may require the contractor to move refuse and recycling containers to a predetermined distance from each facility and returned to the previous location after the exercise has completed at no additional cost to the Government. In the case of an actual threat or attack on the Naval Station Great Lakes the Contractor will be required to move all refuse and recycling containers to a predetermined distance from each facility and returned to the previous location after the threat or attack has been eliminated at no additional cost to the Government.</p>
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, social security number, and area of responsibility.
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 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

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		employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS) or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <a href="http://www.uscis.gov/portal/site/uscis">http://www.uscis.gov/portal/site/uscis</a> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>
2.8.4.1	NCACS Program	<p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Naval Station Great Lakes instruction 5530.1 sets policy, responsibilities and procedures for contractors, vendors, sub-contractors, suppliers and service providers on board Naval Station Great Lakes. This instruction is available upon request to the Contracting Officer.</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 <a href="http://www.rapidgate.com/vendors/how-to-enroll">http://www.rapidgate.com/vendors/how-to-enroll</a> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.</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.

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2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.7	Security Clearances	Security Clearances are not required to be obtained by the Contractor for this contract.
2.8.8	Trustworthiness Security – Navy Contract/Task Orders	<p>Reference is hereby made to Navy awarded contracts requiring Contractor access to sensitive unclassified information. Although these contracts are not classified and Contractor employees are not required to have a security clearance, the Department of the Navy (DoN) has determined that all DoN information systems are sensitive regardless of whether the information is classified or unclassified. A Contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel must undergo a National Agency Check to verify their trustworthiness. Also, the Government will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the Contractor employees. The following addresses those requirements for Trustworthiness Security.</p> <ol style="list-style-type: none"> <li>a. Each Contractor employee must have a favorably completed National Agency Check (NAC).</li> <li>b. If Contractor personnel currently have a favorably adjudicated NAC the Contractor shall notify the Security Manager of the Government command they will visit who will validate this in the Joint Personnel Adjudication System (JPAS). The request shall be renewed annually or for the duration of the contract if less than one year.</li> <li>c. If no previous investigation exists the Contractor personnel shall complete the requirement for a Trustworthiness NAC.</li> </ol> <p>Investigations for public trust positions, to include IT-II (Limited Privileged) and IT-III (Non-Privileged) positions that access unclassified sensitive information when clearance eligibility is not required, will be submitted to the Office of Personnel Management (OPM) utilizing the SF-85P (code 08B for IT-II and code 02B for IT-</p>

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		III ) and will include the SF-87 Fingerprint Card or electronic fingerprint transmission. The Government Security Manager will process the Trustworthiness NAC. The contract employee shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements and applicant fingerprint card (FD87). The responsibility for providing the fingerprint card rests with the Contractor. The Security Manager will review the form for completeness, accuracy and suitability issues and will forward the completed SF85P along with attachments to OPM. The Department of Navy Central Adjudication Facility (DoN CAF) will perform adjudicating contractor investigations for public trust positions. Contractor fitness determinations made by the DoN CAF will be maintained in the Joint Personnel Adjudication System (JPAS). Favorable fitness determinations will support public trust positions only and not national security eligibility. If no issues are discovered, according to respective guidelines a "Favorable Determination" will be populated in JPAS and will be reciprocal within DoN. If issues are discovered, the DoN CAF will place a "No Determination Made" in the JPAS and forward the investigation to the submitting office for Government command's final determination.
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 11 of Appendix A of EM 385-1-1.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., IDIQ task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <p>... For FFP contract modifications where changes are germane</p>

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		<p>to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed.</p> <p>... For combination FFP/IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services.</p> <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> <li>... The steps of the service process;</li> <li>... Identify potential hazards that exist as a result of the Contractor's service process within the environment;</li> <li>... Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;</li> <li>... Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;</li> <li>... Inspection requirements to assure service activity is safe; and</li> <li>... 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.</li> </ul> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.3	Occupational Risk and Compliance Plans	The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.

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2.9.4	Accident and Damage Reporting	<p>The Contractor shall notify the KO of all damages, accidents, mishaps, and near misses that occur on or related to Government property as soon as practical, but not later than four hours.</p> <p>For recordable injuries and illnesses, property damage accidents resulting in at least \$2,000 in damages, and Weight Handling Equipment (WHE) accidents, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident.</p> <p>(a) For recordable injuries and illnesses and property damage accidents resulting in at least \$2,000 in damages complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the KO within 1 calendar day of the accident. The KO will provide a blank copy of any required or special forms.</p> <p>(1) Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ul style="list-style-type: none"> <li>(i) Death, regardless of the time between the injury and death, or the length of the illness;</li> <li>(ii) Days away from work (any time lost after day of injury/illness onset);</li> <li>(iii) Restricted work;</li> <li>(iv) Transfer to another job;</li> <li>(v) Medical treatment beyond first aid;</li> <li>(vi) Loss of consciousness; or</li> <li>(vii) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</li> </ul> <p>(b) For WHE accidents (including rigging gear accidents) complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the KO within 30 calendar days of the accident. The KO will provide a blank copy of the accident report form.</p> <p>(1) WHE Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and/or collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occur. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).</p> <p>Comply with current 29CFR1904 for OSHA/HIOSH record keeping and reporting requirements.</p>
2.9.4.1	Accident Reporting Notification	<p>The Contractor shall report all accidents, mishaps, and near misses to the KO in a timely manner as described below:</p> <p>... An Initial Accident Reporting Notification Report shall be</p>

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		<p>developed by the Contractor and provided to the KO immediately after that an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report. However, it is the Government's desire to receive notification of all mishap situations as early as possible.</p> <p>... The Contractor shall develop a Follow-on Accident Reporting Notification Report and shall provide a copy to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the Contractor can send a final, conclusive report of the nature, cause, and outcome of the accident.</p> <p>... The Contractor shall provide a Final Accident Reporting Notification Report of the accident to the KO within 24 hours after completing the investigation of the accident.</p>
2.9.5	Fire Protection	The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.6	Monthly On-Site Labor Report	The Contractor shall submit a monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.7	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report to the KO within 48 hours after receiving a citation.
2.9.8	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> <li>... The site is safe and free of job-site hazards</li> <li>... Proper PPE is being utilized and worn.</li> <li>... Safe work practices and processes are being followed.</li> <li>... Workers are familiar with the hazards covered in the respective AHA for that work activity.</li> <li>... All equipment and tools are in good condition and being used safely.</li> </ul> <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to</p>

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		the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.
2.9.9	Safety Certification	The Contractor shall submit copies of all required Federal, state, county, city and industry safety related Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2004 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2004 Class I compliant apparel.
2.10	Environmental Management and Sustainability	The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy. Goals: <ul style="list-style-type: none"> <li>... Reduce purchase and use of toxic and hazardous materials;</li> <li>... Expand purchase of green products and services; increase recycling;</li> <li>... Reduce energy and water use;</li> <li>... Increase use of alternative fuels and renewable energy;</li> <li>... Integrate green building concepts in major renovations and new construction;</li> <li>... Prevent pollution at the source; and</li> <li>... Continual improvement Policy:</li> <li>... Protect public health and the environment by being an environmentally responsible member of the community;</li> <li>... Preserve our natural, historic and cultural resources;</li> <li>... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;</li> <li>... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and</li> </ul>

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		<p>implementation of military training activities;</p> <ul style="list-style-type: none"> <li>... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</li> <li>... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</li> <li>... Enhance our program as we develop and implement an Environmental Management System; and</li> <li>... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</li> </ul> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	The Contractor shall comply with the installation's energy management program The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.
2.10.1.1	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel,

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	<p>Technicians must be certified through an EPA approved program. Copies of the certifications shall be maintained at the employee's place of business and/or carried as a wallet card by the technician. Records are maintained for all refrigerant removal operations performed prior to small appliance or motor vehicle air condition appliance disposal. The recovery date, technician's name and a statement that all refrigerant that had not previously leaked was removed in accordance with 40 CFR 82 shall be included in the disposal records.</p> <p>Records kept for all refrigerant recovery operations/services performed on equipment that normally contains 50 pounds or more refrigerant will include the service date, service description, amount of refrigerant purchased, and amount of refrigerant added.</p> <p>Refrigerant leaks on equipment, which normally contain 50 pounds or more refrigerant, are repaired within 30 days of leak discovery.</p> <p>Leak repairs for equipment normally containing 50 pounds or more refrigerant are documented, including the date of leak discovery and date repaired, technician's name, amount of refrigerant vented, and amount purchased and added. Satisfactory leak repair verification tests are documented within 30 days of repair.</p> <p>Records detailing accidental venting of ODS are maintained; these records shall include as a minimum the date, type, location, amount vented, and reason for venting.</p> <p>Records detailing the type and amount of refrigerant purchases shall be kept.</p> <p>Only excess Class I ODS is to be returned to DLA and not private contractors (R-11, 12, 113, 114, 500, and 502). All reclaimed class I refrigerant shall be stored in approved containers, made for the intended purpose and transported by the Contractor to the Defense Logistics Agency (DLA) at the following address:</p> <p style="text-align: center;">Defense Depot Richmond Va. (DDVA) SW0400 Cylinder Operations 8000 Jefferson Davis Highway Richmond, Virginia 23297-5000</p> <p>Once the Contractor has delivered the refrigerant to DLA in Richmond, the Contractor shall provide a Class I ODS Report per Section F.</p> <p>Contractor ODS records shall be available to the KO upon request.</p>
2.10.2.2	Non-Hazardous Waste Disposal	The Contractor shall dispose of debris and rubbish resulting from the work under this contract after determined to be non-usable and non-recyclable, on-installation and off-installation.
2.10.2.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance

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		with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste is allowed on the installation.
2.10.2.4	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property, caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations or otherwise stated herein, and the installation spill control plan as specified in at no cost to the Government.
2.10.2.5	Hazardous Material Management	The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP). The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.8	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at the Contractor's expense to building 3219, Mississippi street.
2.10.2.9	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	Sustainable Procurement and Practices	<p>The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> <li>... Recycled Contents Products</li> <li>... Energy/Water efficiency</li> <li>... Energy Efficient Tools and Equipment</li> <li>... Alternate Fuels and Alternate Fuel Vehicles</li> <li>... Biobased Products</li> <li>... Non-Ozone Depleting Products</li> <li>... Environmental Preferred Products and Services</li> <li>... Low/Non-Toxic and Hazardous Materials</li> </ul> <p>The Contractor shall submit an annual Sustainable Delivery of</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		Services Report per Section F.
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (<a href="http://www.epa.gov/epawaste/conserves/tools/cpg/index.htm">http://www.epa.gov/epawaste/conserves/tools/cpg/index.htm</a>).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products shall be accepted by the KO before it is used.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a> .
2.11	Disaster Preparedness	The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	N/A
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO all defects in workmanship, material, parts, or improper installation and found by the Contractor to be covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	FFP Work Procedures	

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.14.1	Notification to the Government for Work Above the FFP Limitations	The Contractor is fully responsible for work up to the FFP limits. FFP limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the FFP limits, the Contractor shall notify the within two hours of identification for further direction. The Government may issue a task order in accordance with the IDIQ portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	FFP Exhibit Line Item Numbers (ELINs)	FFP ELINS are provided in J-0200000-06.
2.14.3	Common Output Level Standards (COLS) Options	The Contractor shall provide pricing for multiple COLS where indicated. The Government reserves the right to award options changing the specified COLS as detailed below.
2.14.3.1	Option to Change COLS at Contract Award	The Government intends to procure services at COLS3. Upon initial contract award the Government reserves the right to award options to increase or decrease COLS for the base period.
2.14.3.2	Option to Change COLS at Exercise of an Option Period	The Government reserves the right to increase or decrease the COLS for each supported command at the time it exercises its option to extend the contract at the prices indicated in the schedule. The Government will provide 30 calendar days preliminary notice of its intent to change the COLS. Notice of intent will be in writing, but may be in the form of an e-mail attachment, facsimile letter, or official mail signed by a Contracting Officer.
2.15	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the IDIQ Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	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.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at <a href="http://www.emall.dla.mil">www.emall.dla.mil</a> under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall submit one consolidated IDIQ Invoice for IDIQ work completed during the preceding month. The Contractor shall possess the capability to invoice and receive payment for IDIQ work

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes a FFP task order. Common procedures are included below as examples.
2.15.2.1	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit an IDIQ Proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the IDIQ Exhibit Line Items (ELINs) provided in Section J-0200000-06
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the FFP portion of the contract.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	IDIQ ELINS	IDIQ ELINs are provided in J-0200000-06.

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment services for installed equipment and VTE systems at Naval Station Great Lakes.
1.1	Concept of Operations	<p>The intent of 1502000 Facility Investment is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The Facility Investment requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consists of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of Facility Investment.</p> <p>The Contractor shall perform maintenance, repair, alteration, demolition and minor construction for the following:</p> <p>Building Systems</p> <p>-Vertical Transportation Equipment (VTE)</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1502000-05.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the FI function.
2.2.1	Certification, Training, and Licensing	N/A
2.3	Special Requirements	
2.3.1	Workmanship and Material Standards	<p>The Contractor shall be responsible for maintaining all facilities, systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the facilities, systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers' standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all facilities, systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance with design intent. Repairs shall be made in accordance with the manufacturers' specifications and guidelines, and standard building codes. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.3.2	Historical Preservation	Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, State, and local historical policies and regulations.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1502000-03.
2.5	Records and Reports	Records and reports are listed in Section F of the solicitation. The Contractor shall submit accurate and complete documents within the required timeframes. Within 15 calendar days of contract start, the contractor shall establish a separate history file for each VTE system under this contract. History files shall be complete and orderly at all

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		<p>times, made available for review or copied when requested by the KO and turned over to the Government within 5 calendar days after contract completion. Each history file shall contain the following records:</p> <ul style="list-style-type: none"> <li>... Completed PM Checklists.</li> <li>... Routine/periodic inspections and tests performed, including results of those inspections and tests, and disposition of deficiencies found.</li> <li>... A description of service order work performed, including labor hours expended, and cost of materials/equipment and parts used.</li> <li>... Copies of completed task orders.</li> <li>... Any other information relevant to work performed on that VTE system during the contract term.</li> </ul> <p>Each record shall be signed and dated by the Contractor, and contain the schedule (if applicable) start, and completion dates for the service performed, as well as the name of the individual(s) who performed the service. Original records shall be placed in the history file and a copy provided to the KO within 2 days of work performed.</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3	FFP Work	The Contractor shall maintain and repair Vertical Transportation Equipment to ensure they are fully functional and operational.	<p>The current facility inventory and maintenance schedule for VTE is provided in J-1502000-01.</p> <p>Site Map is provided in J-1502000-03.</p> <p>The work will consist of Service Orders, development and implementation of a PM program, and other recurring services.</p> <p>The Contractor shall maintain current all Facility Maintenance data and warranty records in the technical library per Annex 2. The KO may request a report at any time and the Contractor shall provide the detailed report within 24 hours per section F.</p>	VTEs are in an operable condition and function properly in accordance with specified standards.
3.1	Service Orders	The Contractor shall perform service order work in a timely manner and ensure VTE are restored to a safe, operable condition and function properly.	<p>The Contractor shall receive Service Orders in accordance with the work reception requirements in Annex 2.</p> <p>The Contractor shall schedule and perform service orders in a way that minimize disruptions to customers and Government operations.</p> <p>The Contractor shall perform service orders to accomplish any work identified within the entire boundary of the installation and will include a wide variety of work. Historical service order workload is provided in J-1502000-05.</p> <p>The Contractor shall maintain sufficient materials and equipment on hand to support service order work requirements. Lack of availability of material or equipment will not relieve the Contractor from the requirement to complete service order work within the time limits specified.</p> <p>The Government may combine</p>	The service order response and completion time standards specified below are in compliance with NAVFAC Facility Management and Sustainment (FM&S) OSD Work-type Standards. These standards shall not be changed without prior approval by your local Public Works Department (PWD) Facility Management Division (FMD) or FEC FM&S PLC. For Joint Bases, USMC, or non-Navy contracts, these may be tailored to meet supported command requirements.

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<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>multiple repair requirements received for the same trade in the same building or structure at the same time into one service order as long as the service order threshold is not exceeded.</p> <p>The Contractor shall notify the KO upon identification that the service order will exceed the liability limits specified below in accordance with reporting requirements in Annex 2.</p> <p>If IDIQ work is issued for repairs, the Government will only pay for the portion of labor and/or material that exceeds the service order limits.</p> <p>Service orders will not be issued for accomplishment of repairs on systems and equipment maintained under IMP.</p> <p>The Contractor shall provide a monthly summary of completed Service Orders per section F with the invoice for that month's work including VTE number, building number, and work performed with itemized material/equipment expenses, labor hours required to perform each service order, and a detailed description of work performed.</p>	
3.1.1	Emergency Service Orders	<p>The Contractor shall respond to emergency Service Orders and arrest emergent conditions to minimize and mitigate damage to systems and equipment, and danger to personnel.</p> <p>Associated repairs are completed to ensure VTE are restored to a safe, operable condition and function properly.</p>	<p>The Contractor shall perform emergency Service Orders 24 hours a day, seven days a week throughout the contract period.</p> <p>The Contractor shall respond to emergency service orders with the appropriate service personnel and equipment to commence work immediately.</p> <p>Emergency service orders are limited to a FFP ceiling of 10 labor hours or \$1,000 in material cost.</p>	<p>Emergency service orders responded to within one hour of receipt of call.</p> <p>Emergency service orders are arrested within 24 hours of receipt of call.</p> <p>Work is continued without interruption until emergent condition is arrested.</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>The Contractor shall remain at the work site until the emergency has been arrested.</p> <p>The emergency service order is complete once the emergency has been arrested. The Government may issue an urgent or routine service order or IDIQ task order for the follow-on work required to repair/restore installed equipment and system.</p>	<p>When repair is complete the system or equipment does not present any hazard or danger to personnel.</p>
3.1.2	Urgent Service Orders	The Contractor shall complete urgent service orders in a timely manner and ensure installed equipment and systems are restored to a safe, normal working condition and function properly.	<p>The Contractor shall perform urgent service orders to repair deficiencies without extended delay, therefore preventing further damage to installed equipment and systems.</p> <p>Urgent service orders are limited to a FFP ceiling of 32 labor hours or \$2,500 in material cost.</p>	Urgent service orders are completed within five working days.
3.1.3	Routine Service Orders	The Contractor shall complete routine Service Orders in a timely manner and ensure systems, and equipment is restored to a safe, operable condition and function properly.	<p>The Contractor shall perform routine service orders to repair deficiencies and return installed equipment and systems to normal working condition.</p> <p>Routine service orders are limited to a FFP ceiling of 32 labor hours or \$2,500 in material cost.</p> <p>Performance of routine service orders is not required outside of Government regular working hours.</p>	Routine service orders are completed within 30 calendar days.
3.2	Preventive Maintenance (PM) Program	The Contractor shall develop and implement a PM program for VTE to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall develop and submit a PM program within 30 calendar days following award and provide monthly PM work schedule as required per section F.</p> <p>The PM program shall be developed based on an economical approach, manufacturers' recommended procedures, OEM standards, MO-118, Inspection of Vertical Transportation Equipment, and maintenance required to satisfy</p>	<p>Maintenance is accomplished in accordance with the Contractor's PM program and work schedule.</p> <p>PM is performed in accordance with manufacturers' recommended procedures and OEM standards.</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>equipment warranties.</p> <p>For certification that is required per ASME A17.1 due to work performed as part of PM, refer to the Spec Item for Inspection, Testing, and Certification of VTE.</p> <p>The systems and equipment included in J-1502000-01 shall be included in the PM program are addressed in the PM Spec Items below.</p> <p>The Contractor shall perform any repairs up to 8 labor hour; and \$500 in material and equipment costs per PM occurrence.</p> <p>Notification of repair work exceeding the PM limit shall be submitted to the PAR and KO within 1 day of the scheduled PM. IDIQ work may be issued for repairs exceeding the PM limit.</p> <p>The Contractor shall not use breakdown maintenance as part of the PM program.</p> <p>Excessive or repeated system or equipment breakdowns or deficiencies may indicate the need to adjust or modify the Contractor's PM program. These changes will be made at no additional cost to the Government.</p> <p>All PM work shall be performed during regular working hours.</p>	
3.2.1	Vertical Transportation Equipment (VTE)	The Contractor shall perform maintenance on VTE to ensure safe, reliable operation.	<p>The Contractor shall maintain VTE in accordance with manufacturers' recommended procedures, OEM standards, and NAVFAC MO-118.</p> <p>The Contractor shall notify the facility occupants, PAR or COR prior to any type of work on VTEs.</p>	Maintenance is performed in accordance with Contractor's PM program and work schedule.

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<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3.3	Inspection, Testing and Certification	The Contractor shall provide inspection, testing, and certification support services to ensure equipment is maintained in a safe and fully operational condition.	Inspection, Testing and Certification shall be performed during regular working hours.	Certifications are completed as scheduled.
3.3.1	VTE	The Contractor shall prepare, inspect, test, and operate VTE to support Government certification.	<p>The VTE inventory including date of latest certification is provided in J-1502000-01.</p> <p>The Contractor shall perform all inspections and tests for certification in the presence of a Government certified inspector.</p> <p>The Government will provide a 30 day calendar for the testing and certification within five (5) working days of when VTE will be ready for testing and certification. The Contractor shall have three (3) working days for the review of the planned certification and shall provide notice of acceptance or a proposed revised schedule.</p> <p>As specified in paragraph 1.2.2 of NAVFAC MO-118, Inspection of Vertical Transportation Equipment, all vertical transportation equipment shall have a valid current certificate posted in the car.</p>	<p>VTE inspection, testing, and certification is completed when due.</p> <p>Repairs identified necessary to maintain certification shall be forwarded to the PAR and KO within 1 hour of identification. KO may issue either a service order or IDIQ work to complete the repairs.</p>

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
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 - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
9000	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

SECTION F

SECTION F: DELIVERIES OR PERFORMANCE

<u>Annex/ Sub- annex</u>	<u>Spec Item</u>	<u>Report Title</u>	<u>Quantity</u>	<u>Submit to</u>	<u>Due Date/Frequency</u>
0200000	2.3.4	Permits and Licenses	1 ea	KO	Before work commences and as requested by the KO
0200000	2.3.5	Insurance	1 ea	KO	Within 15 days after award prior to commencement of work.
0200000	2.6.5	Service Interruptions	As required	KO, affected tenants	As specified
0200000	2.6.7.1	QM Plan	1 ea	KO	Within 15 days after award or as requested by the KO.
0200000	2.6.7.3	Quality Inspection and Surveillance Report	1 ea	KO	Monthly
0200000	2.6.8	Property Management Plan	1 ea	KO	Within 15 days after award or as requested by the KO.
0200000	2.7.1	List of Key Personnel and Organizational Chart	Ongoing	KO	Within 15 days after award or as requested by the KO.
0200000	2.8.1	Employee Listings	Ongoing	KO	Maintain current
0200000	2.9.1	Activity Prevention Plan	1 ea	KO	Within 30 days after award prior to commencement of work.
0200000	2.9.2	Activity Hazard Analysis Plan	1 ea	KO	Submitted with APP and updated as work activities or conditions change.
0200000	2.9.6	Monthly On-Site Labor Report	1 ea	KO	Monthly, submitted with invoice.
0200000	2.9.9	Safety Certification	As Required	KO	As Requested
0200000	2.10.2.1	ODS Refrigerant Recycling	Ongoing	KO	ODS records available per KO's request.
0200000	2.10.3	Sustainable Procurement and Practices	Annually	KO	30 days prior to the end of the current contract period.
1502000	2.5	Records and Reports	1 ea	KO	Within 15 calendar days of contract start establish history file for VTE. Provide upon KO request.
1502000	3	Facility Maintenance Data Report	As requested	KO	Maintain current and provide upon request.

1502000	3	Warranty Records	As requested	KO	Maintain current and provide upon request.
1502000	3.1	Service Order Summary Report	1 ea	KO	Monthly, submitted with invoice.
1502000	3.2	PM Program	1 ea	KO	30 days following award/Annually.
1502000	3.2	PM Program Monthly Work Schedule	1 ea	KO	Five work days prior to the beginning of each month.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2016 TO 31-OCT-2016	N/A	N/A FOB: Destination	
0002	POP 01-APR-2016 TO 31-OCT-2016	N/A	N/A FOB: Destination	
9000	POP 01-APR-2016 TO 31-OCT-2020	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-14	Service Contract Reporting Requirements	JAN 2014
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010

52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.217-6	Option For Increased Quantity	MAR 1989
52.219-1 Alt I	Small Business Program Representations (Sept 2015) Alternate I	SEP 2015
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-17	Section 8(A) Award	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.219-25 (DEV)	SMALL DISADVANTAGED BUSINESS (DEV)	DEC 2009
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-48	Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification	MAY 2014
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification	MAY 2014
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-16	Performance and Payment Bonds--Other Than Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-13	Notice Of Progress Payments	APR 1984
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	APR 1984
52.232-16 Alt I	Progress Payments (Apr 2012) - Alternate I	MAR 2000
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2015
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008 (Dev)	Compliance with Safeguarding Covered Defense Information Controls	OCT 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.216-7006	Ordering	MAY 2011
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.237-7024	Notice of Continuation of Essential Contractor Services.	OCT 2010
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001 Alt I	Contractor Purchasing System Administration (May 2014) -- Alternate I	MAY 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

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

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

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

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

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

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

(4) The Government has marked the record ``Active".

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number--

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

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

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

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$35,500,000.00.

(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)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price (FFP)/ indefinite delivery indefinite quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 04/01/2016 through 10/31/2020.

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected

veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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

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

(End of clause)

#### 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

- (1) Any item of supply (including construction material) that is--
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 \_\_\_\_\_ . (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

CLAUSES INCORPORATED BY FULL TEXT

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any insert regulation name (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

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

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

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of

the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

**5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)**

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

**5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)**

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

**5252.214-9300 BASIS FOR AWARD ALTERNATE II (MAR 2002).**

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price for Contract Line Item(s) (*insert C LIN(s)*). CLIN prices are to be summarized from the

detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. However, the initial award will include only Contract Line Item(s) (*insert CLIN(s)*).

(b) Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING" does not apply to this award.

(End of provision)

#### **5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)**

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

(b) The offeror shall submit the following information:

(1) (# \_\_\_\_\_) completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) (# \_\_\_\_\_) copies of the technical proposal.

(3) (# \_\_\_\_\_) copies of the cost/price proposal.

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

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

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

(End of clause)

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

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

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

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract

shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

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

Task orders may be modified orally by the Ordering Officer in emergency circumstances.

Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued.

(End of clause)

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

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

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

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

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

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

#### **5252.216-9313 MAXIMUM QUANTITIES (JUN 1994)**

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

**5252.216-9316 Undefinitized Task/Delivery Orders.** As prescribed in 16.506-100(k), insert a clause substantially the same as the following:

**UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)**

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

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

(End of clause)

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

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

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

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

c. 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 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.

#### 5252.201-9300 SCHEDULE OF DEDUCTIONS (NOV 1998)

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

Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

#### 5252.237-9302 SITE VISIT (JUL 1995)

- a. Arrangements to visit the site may be made by contacting the Contracting Officer during regular working hours at 847-688-5395 x246 Site visits are restricted to regular working hours.
- b. Visitors may be required to present documentation evidencing personal identification and firm affiliation.

#### 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

\_1. The Contracting 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.

\_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.

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

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

#### **5252.246-9303 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 \_\_\_\_\_ hours of notice to the Contractor. In the case of other work, corrective action must be completed within \_\_\_\_\_ hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below:

5253        When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_\_ percent of the computed cost.

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

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

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

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

**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)

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (ALTERNATE I) (APR 1999)

The Contractor shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or nonperformed work. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

(a) STATISTICALLY EXTRAPOLATED SURVEILLANCE METHOD. The Government may apply a statistically extrapolated surveillance method (Random Sampling for Extrapolated Deductions) to any contract requirement to determine Contractor compliance. The defect rate will then be extrapolated to the monthly population to determine the number of unsatisfactorily performed work occurrences. The monthly population is the total number of work occurrences that are required to be performed during the month.

(b) OTHER SURVEILLANCE METHODS. The Government may apply other surveillance methods to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling without extrapolated deductions, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions will be taken for all observed defects.

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

(1) may give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or nonperformed 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 reperform 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 reinspection. However, the Contractor will be paid for satisfactorily reperformed work.

(3) shall deduct 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 reperform 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.

(d) 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.

(e) Reperformance 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.

(f) 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 deduct an amount from the Contractor's invoice as specified below;

(1) When Watchstanding Services are performed by Government employees, deductions 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 deduct from the Contractor's invoice an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will deduct from the Contractor's invoice 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)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

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

<b>ATTACHMENT NUMBER</b>	<b>ATTACHMENT TITLE</b>
J-0200000-01	Acronyms
J-0200000-02	Wage Determinations
J-0200000-03	Applicable Directives, Instructions, and References
J-0200000-04	Local Invoicing Procedures
J-0200000-05	Forms
J-0200000-06	Exhibit Line Item Numbers (ELINS)
J-1502000-01	Definitions and Acronyms
J-1502000-02	References and Technical Documents
J-1502000-03	Elevator Inventory and Maintenance Schedule
J-1502000-04	Station Map
J-1502000-05	Service Order Historical Data
J-1502000-05	Performance & Functional Assessment Plan



## ATTACHMENT J-0200000-01

### ACRONYMS

<b>Acronym</b>	<b>Title</b>
ACO	Administrative Contracting Officer
BW	Biweekly
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CMMS	Computerized Maintenance Management System
COR	Condition of Readiness
DBH	Diameter at Breast Height
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAP	Functional Assessment Plan
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FSC	Facility Support Contract
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
GPWS	Guide Performance Work Statements
HCA	Head Contracting Agency
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
KO	Contracting Officer
LAN	Local Area Network
M	Monthly
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PEO	Program Executive Officer
PM	Project manager
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
Q	Quarterly
QC	Quality Control
SC	Security Clearances
SM	Semimonthly
SPAR	Senior Performance Assessment Representative
TE	Technical Exhibit

VIQ	Variation in Quantity
WBS	Work Breakdown Structure

**ATTACHMENT J-0200000-02**  
Wage Determinations

WD 95-0650 (Rev.-27) was first posted on www.wdol.gov on 01/05/2016  
Elevator Services

\*\*\*\*\*

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

|  
|

Daniel W. Simms Division of Wage | Wage Determination No: 1995-0650  
Director Determinations | Revision No: 27  
| Date Of Revision: 12/29/2015

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

States: Illinois, Indiana

Area: Illinois Counties of Cook, Du Page, Kane, Kendall, Lake, Will  
Indiana Counties of Lake, Porter

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***  
Employed on contracts for elevator maintenance services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23210 - Elevator Repairer		50.80

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

HEALTH & WELFARE: \$13.575 per hour for all hours worked

VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

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

PENSION: Elevator Pension \$8.46 per hour.

401(K) Annuity \$5.75 per hour for all hours worked.

Elevator Education Fund \$.60 per hour for all hours worked.

**ATTACHMENT J-0200000-03**  
**Applicable Directives, Instructions, and References**

Directives/publications listed here are classified as either advisory or mandatory. Those directives/publications classified as advisory are identified to the Contractor to provide guidance as to the standards of performance that the Government will use in evaluating the Contractor's overall work performance. Those directives/publications classified as mandatory must be with, by the Contractor in the performance of this contract.

Item	Available From	Class
DOD 5220-22M Defense Industrial Security Manual	U.S. Naval Pubs and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	Mandatory
OSHA STANDARDS 29 CFR 1910, General Industry Standards 40 CFR 162	U.S. Dept. of Labor OSHA Washington, DC 21210	Mandatory
NAVFAC MO-327 Facility Support Contract Quality Management Manual Dated July 1994	U.S. Naval Pubs. and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	Advisory
EM 385 1-1 General Safety Requirements	U.S. Army Corps of Engineers Washington, DC 20314-1000	Mandatory
OSHA Public Law 91-596 OSHA	U.S. Dept. of Labor OSHA Washington, DC 21210	Mandatory
OPNAVINST 5100.8G Navy Safety and Occupational Health Program Dated July 1986	U.S. Naval Pubs. and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	Mandatory
OPNAVINST 5090.1B Environmental and Natural Resources Protection Manual Dated October 1994	U.S. Naval Pubs. and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	Mandatory
Executive Order 12088 Prevention, Control and Abatement of Environmental Pollution at Federal Installations	U.S. EPA 77 West Jackson Building Chicago, IL 60604	Mandatory
Public Law 91-190, National Environmental Policy Act (NEPA)	U.S. EPA 77 West Jackson Building Chicago, IL 60604	Mandatory
Public Law 94-580, Resource Conservation and Recovery Act (RCRA)	U.S. EPA 77 West Jackson Building Chicago, IL 60604	Mandatory
ANSI A17.1 (Current edition) Safety Code for Elevator and Escalators	Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.	Mandatory

ANSI A17.2 (Current edition) American Standards Practice for the Inspection of Elevators, Escalators and Moving Walks, Inspector Manual	Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.	Mandatory
ANSI A17.3 (Current edition) Safety Code for Existing Elevators and Escalators	Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.	Mandatory
NAVFAC MO-118 Inspection of Vertical Transportation Equipment	Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402	Mandatory

**ATTACHMENT J-0200000-04**  
**INVOICING PROCEDURES**

The method of invoicing is dependent upon how the order is placed. DoD EMALL orders will not exceed \$100,000. If the order exceeds \$100,000, a Delivery Order will be issued.

**1. DOD EMALL Orders:** The Contractor shall be paid for COMPLETED and ACCEPTED work issued via DOD EMALL utilizing the Government Purchase Card (GPC) as a method of payment. The card holder's GPC number provided with each DOD EMALL MOMS Order will be processed as a credit card transaction through the Contractor's financial banking institution. The Contractor shall provide the card holder with a separate receipt for each credit card transaction processed, and a copy of the corresponding DOD EMALL MOMS Order on the day payment is requested. These receipts will be used by the card holder to reconcile their monthly GPC statement.

**2. Delivery Orders:** Contractor invoices for completed work issued on a Standard Form 1449, Order for Supplies or Services shall be submitted electronically via the DOD Wide Area Workflow (WAWF) system as prescribed in paragraph G.3, 5252.232-9301, Invoicing Procedures Electronic below. Invoices will be routed in the WAWF system to the office of the Contracting Officer that issued each Delivery Order. Individual Delivery Orders will include a WAWF Routing Table which provides the invoice document type, DODAAC Code with corresponding extensions, as well as inspection and acceptance locations when submitting invoices in WAWF.

WAWF is a secure, web-based system which benefits your firm by allowing you to submit invoices electronically, track receipt/acceptance documents and payment of your invoice online. By using this web-based system, you should experience the benefits mentioned but best of all, the use of electronic submission could get your company paid on time.

Naval Facilities Engineering Command, Midwest, implemented the use of WAWF in FY2009. The subject contract is eligible for WAWF and all invoices must be submitted through this system.

To aid you in this process, we highly encourage that you visit and review the following websites for WAWF Vendor resources.

Vendor Getting Started Guide –

<http://www.dfas.mil/contractorpay/electroniccommerce/wawfvendortools/WAWFVendorGettingStartedGuide.pdf>

Introductory Movie –

<http://www.dfas.mil/contractorpay/electroniccommerce/ECToolBox/WAWKFI.wmv>

Web-based training – <http://www.wawftraining.com>

WAWF practice site – <https://wawftraining.eb.mil/> (at this web page, click on “Training Instructions” found on the left side for further instructions on using this site)

Request for classroom training –

<http://www.dfas.mil/contractorpay/electroniccommerce/wawftrain.html>

WAWF Vendor Tools –

<http://www.dfas.mil/contractorpay/electroniccommerce/wawfvendortools.html>

Please contact the Contracting Officer/Contract Specialist for the contract with any questions.

The information table that is used to input information into the Wide Area Workflow System is NFAS 5252.323-9301.

**ATTACHMENT J-0200000-05**

Forms

See files titled

**“Attachment 04 Contractor SIR.”**

**“Attachment 05 Contractor Mishap Notification Report.”**

**ATTACHMENT J-0200000-06**  
**EXHIBIT LINE ITEM NUMBERS**

See file titled  
**“Attachment 01 ELIN Schedule”**

**ATTACHMENT J-1502000-01**  
**Definitions and Acronyms**

<b>DEFINITION</b>	<b>DESCRIPTION</b>
CRANE, CATEGORY 1	Portal cranes, Hammerhead cranes, Locomotive cranes, Derricks, Floating cranes (YD), Tower cranes, Container cranes, Mobile cranes (except those indicated as category 4), including truck, cruiser, crawler, warehouse/industrial cranes, and cranes used for dragline, pile driving, clamshell, magnet, bucket work, and Aircraft crash cranes.
CRANE, CATEGORY 2 & 3	Cranes with rated capacities of 20,000 pounds or greater are category 2. Examples are Over head traveling cranes, Gantry cranes (rail mounted), Wall cranes, Jib cranes, Pillar cranes, Pillar jib cranes, Monorails and associated hoists, Fixed hoists, including chain falls. Pedestal mounted commercial boom assemblies (fixed length, telescoping, and articulating types) attached to stake trucks, trailers, flatbeds, or railcars, or stationary mounted to piers, etc., with OEM rated capacities less than 2,000 pounds.
CRANE, CATEGORY 4	Commercial truck mounted cranes, Truck mounted articulating boom cranes, Pedestal mounted commercial boom assemblies (fixed length, telescoping, and articulating types) attached to stake trucks, trailers, flatbeds, or railcars, or stationary mounted to piers, etc., with OEM rated capacities of 2,000 pounds and greater. Commercial truck mounted cranes and truck mounted articulating boom cranes with OEM capacities of 2,000 pounds and greater require a licensed operator even if the cranes are down rated below 2,000 pounds capacity for administrative purposes.
EQUIPMENT, COLLATERAL	Encompasses built-in and large substantially affixed equipment/property that is normally acquired and installed as part of a facility project.
EQUIPMENT, INSTALLED	Encompasses building-type equipment, built-in equipment, and large, substantially affixed equipment/property, and is normally acquired and installed as part of a facility project. Installed equipment is normally required to make a facility useful and operable. Removing such equipment would impair the usefulness, safety, or environment of the facility or the facility restoration work required after its removal, is substantial.
EQUIPMENT, PERSONAL PROPERTY	Personal property equipment includes all equipment other than collateral equipment. Such equipment, when acquired and used in a facility or a test apparatus, can be severed and removed after erection or installation without substantial loss of value or damage thereto or to the premises where installed.
FACILITIES LIFE CYCLE	A facilities life cycle is divided into four stages, requirements (planning and design), acquisition (construction and acceptance), stewardship (operations, maintenance and repair), and disposal.
FACILITIES MAINTENANCE MANAGEMENT	The planning, prioritizing, organizing, controlling, reporting, evaluating, and adjusting of facilities maintenance operations to support the CNO/NAVFAC facilities policy and objectives and satisfy customers' facility needs. Defined by the International Facility Management Association as "the practice of coordinating the physical workplace with the people and work of the organization."
INTERGRATED MAINTENANCE PROGRAM (IMP)	IMP is a recurring state-of-the-art, reliability-centered inspection, testing, maintenance and repair program that determines best practices for managing the functions and consequences of failures of facilities equipment and system components. IMP encompasses accepted commercial practices, including reactive, preventive, predictive and proactive maintenance, into one optimal program. The IMP approach gives the Contractor full responsibility to maintain systems and equipment and perform repairs whenever necessary to ensure equipment and systems are operational and remain in a constant state of

readiness. Service calls will not be issued for accomplishment of repairs on systems and equipment maintained under IMP.

<b>DEFINITION</b>	<b>DESCRIPTION</b>
LIFE-CYCLE COSTS	A form of economic analysis that considers the total cost of owning, operating, and maintaining a building or system over its useful life.
MAINTENANCE, PREVENTIVE	Maintenance designed to increase the availability of the facilities/equipment by reducing the number of unexpected breakdowns or service interruptions. It is any planned maintenance activity that improves equipment life and avoid any unplanned maintenance requirements.
MANAGEMENT INFORMATION SYSTEMS-MAINTENANCE	A computerized system that will provide sufficient information for management to evaluate differences between budgets and actual costs and evaluate performance.
PREVENTIVE MAINTENANCE (PM)	Maintenance designed to increase the availability of the facilities/equipment by reducing the number of unexpected breakdowns or service interruptions. It is any planned maintenance activity that improves equipment life and avoid any unplanned maintenance requirements. PM consists primarily of inspection, testing, cleaning, lubrication, adjustment, calibration, and minor part and component replacement (such as filters, batteries, belts, hoses, fluids, oil and grease) and repair as required to verify proper system operation; minimize malfunction, breakdown, and deterioration of systems and equipment; and maximize useful life.
REPAIR	Repair is the restoration of facilities or equipment to such a condition that it may be effectively utilized for its designated purposes by overhaul, reconstruction, or replacement of constituent parts or materials which have deteriorated by action of the elements or usage, and which have not been corrected through maintenance. This term also applies to replacement of the entire unit or system if beyond economical repair. The intent of repair is to have the equipment at normal working condition.
REPLACEMENT	Replacement, as a distinct work element, is confined to a program of planned replacement of a facility or its components. It may be further limited to major components such as air conditioning compressors, furnaces or hot water heaters. Replacement is performed when the equipment has reached the end of its useful life; when it no longer can perform due to degradation of its internal components and repair is no longer cost effective. Included under the replacement would be the major rebuilding of any component, since rebuilding also restores performance.
RESTORATION	Restoration of real property to such a condition that it can be used for its intended purpose. Includes repair or replacement work to restore facilities damaged by inadequate sustainment, excessive age, natural disaster, fire, accident or other causes.
SUSTAINMENT	Maintenance and repair activities necessary to keep a typical inventory of facilities in "normal working condition". Sustainment includes regularly scheduled maintenance as well as cyclical major repairs or replacement of components that occur periodically over the expected service life of the facilities.
SERVICE ORDER	Any work required to return a facility, system, equipment or component to normal working condition. Service orders are minor facility problem requests or requests for facilities-related work that are too small to be planned and estimated.
SERVICE ORDER CYCLE	Count down starts when the customer is notified that the work has been accepted to be accomplished to the time when the work chit is turned in by the craftsmen as complete is one complete cycle period for a service order.

SERVICE ORDER, EMERGENCY	Emergency is defined as any facility deficiency that immediately compromises the mission or life, health and safety. Always includes, but is not limited to, failure of any utility, fire protection, environmental control, or security alarm systems.
SERVICE ORDER, URGENT	Urgent is defined as any deficiency that does not immediately endanger personnel or property, but extended delays of repairs could result in damage to Government property, or soon affect the security, health, or well-being of personnel or the continued operation of a service or system.
SERVICE ORDER, ROUTINE	Routine is defined as any deficiency that does not qualify as emergency or urgent, but is needed to maintain the agreed upon facility condition. Maintain means to repair to such a condition that it may be used for its intended purpose and to normal working condition. Does not include improvements.

<b>Acronym</b>	<b>Title</b>
ANSI	American National Standards Institute
BPVC	Boiler and Pressure Vessel Code
HVAC	Heating, Ventilation, and Air Conditioning
IBC	International Building Code
IDS	Intrusion Detection Systems
NFPA	National Fire Prevention Association
OEM	Original Equipment Manufacturer
RPIE	Real Property Inventory Equipment
SCADA	Supervisory Control And Data Acquisition
SRM	Sustainment, Restoration and Modernization
UBC	Uniform Building Code
UFC	Unified Facilities Criteria
UPS	Uninterruptible Power Supply
VTE	Vertical Transportation Equipment
RPIE	Real Property Inventory Equipment
SCADA	Supervisory Control And Data Acquisition
SRM	Sustainment, Restoration and Modernization

**ATTACHMENT J-1502000-02**  
**REFERENCES AND TECHNICAL DOCUMENTS**

Reference	Title
NAVFAC MO-118	Inspection of Vertical Transportation Equipment,

**ATTACHMENTJ-1502000-03**  
Elevator Inventory & Maintenance Schedule

See file titled  
**“Attachment 02 Elevator Inventory and Maintenance Schedule”**

**ATTACHMENT J-1502000-04**  
**Station Map**

See file titled  
**“Attachment 03 Station Map”**

**ATTACHMENT J-1502000-05**  
**Service Order Historical Data**

(The Most Current Data is for 2014-2015)

<b>Customer</b>	<b>Routine Service Calls</b>	<b>Emergency Service Calls</b>
All Customers Combined	10 Calls / Month Average	3 to 4 Calls / Year

**ATTACHMENT J-1502000-06**  
**Performance Assessment and Functional Assessment Plans**  
**(PAP) & (FAP)**

**ATTACHMENT J-15020000-06**

**PERFORMANCE  
ASSESSMENT  
PLAN**

**15020000 FACILITIES INVESTMENT  
VTE MAINTENANCE & REPAIR**

**NAVAL STATION GREAT LAKES  
GREAT LAKES, IL**

**SOLICITATION NO# N40085-15-R-3829**

**PREPARED BY:**

**NAVFAC MW, PWD GREAT LAKES  
GREAT LAKES, IL.**

**10/31/2015**

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# Performance Assessment Plan

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## 2. Introduction

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### 2.1 Purpose

The Performance Assessment Plan (PAP) establishes Performance Assessment (PA) provisions for Contract number N40085-15-R-3829, VTE MAINTENANCE & REPAIR at Naval Station Great Lakes, Great Lakes, IL.

The PAP describes the methodology for assessing the Contractor's performance that will be used to provide Contractor feedback, update Contractor Performance Assessment Rating System (CPARS). The PAP includes the Functional Assessment Plan (FAP), Attachment A, and standard Performance Assessment Worksheets (PAW), Attachment B, to document and report Government observations of Contractor performance. The Government's role is to assess Contractor's work against measurable performance standards, and per the principles of Performance Based Services Acquisition (PBSA), the Contractor's role is to ensure its quality through successful implementation of its Quality Management System (QMS). Per FAR Subpart 46.4, Government PA "shall be performed at such times and places as may be necessary to determine that the supplies or services conform to contract requirements" in order to ensure payments are made only for services that meet performance standards specified in the contract.

### 2.2 Partnering

Effective partnering and establishing a positive relationship between the Government and the Contractor is essential in fulfilling a performance-based requirement. The Government's relationship with the Contractor should be one that promotes a strong and positive business alliance to achieve mutually beneficial goals, such as timely delivery and acceptance of high-quality services through the use of efficient business practices. Business relationships should seek to create a cooperative environment to ensure effective communication between the parties. Teamwork, cooperation, and good-faith performance are important for meeting mission objectives and resolving conflicts and problems. Each party should clearly understand the goals, objectives, and needs of the other. It is essential that the Government and the Contractor work together as a team to communicate expectations, agree on common goals, develop a common understanding of measurable standards, and identify and address problems early in the contract to achieve desirable outcomes.

## 3. Roles and Responsibilities

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The Government's key roles and responsibilities for performance assessment are as follows:

### **FSC Management and Facility Services (FMFS) Branch Head**

The FMFS Branch Head provides direct supervision of SPARs, PARs, Spec Writers, etc assigned to the FMFS Branch. The FMFS branch head is responsible for ensuring adequate funding and staffing to support the specification development, contract management, and performance assessment function of the branch as well as all personnel management responsibilities. The Senior Performance Assessment Representative (SPAR) is assigned as the COR for this contract.

**Facilities Support Contract Manager (FSCM).** The FSCM is the overall technical lead for the management of Facility Support Contract requirements from cradle to grave. FSCM duties are assigned to the FMFS Branch Head for this contract.

**Contracting Officer (KO).** The ACO and/or PCO assigned to the contract. The KO has final responsibility for Contractor PA per FAR Part 42—Contract Administration and Audit Services, non-conformance modifications, and unilateral determination of incentives.

**Contracting Officer's Representative (COR).** The COR is responsible for monitoring the Contractor's technical compliance and progress based on the contract requirements specified in the PWS and in accordance with the PAP. The COR performs a variety of contract administration duties that includes oversight of PA, documenting and rating Contractor performance, reviewing invoices, and acceptance of work.

**Senior PAR (SPAR).** The SPAR is responsible for coordinating efforts of multiple PARs assigned to this contract. The SPAR reviews PA schedules and PA documentation for sufficiency and consistency of oversight.

**Performance Assessment Representative (PAR).** The PAR is assigned as a Technical Point of Contact (TPOC) / Subject Matter Expert (SME) to the COR to perform duties as the on-site representative who assesses Contractor performance. The PAR periodically observes Contractor performance, reviews delivered services, reviews quality management corrective actions, periodically assesses and documents Contractor performance on Performance Assessment Worksheets (PAWs) and the Monthly Performance Assessment Summary (MPAS), and communicates findings as necessary with the Contractor, Senior PAR (SPAR), and Contracting Officer Representative (COR).

Note: Throughout NAVFAC policy, processes, and training, the term Performance Assessment Representative (PAR) refers to anyone responsible for conducting assessments of a NAVFAC administered Facility Support Contract. The term PAR will be used in reference to any individual assigned as a TPOC/SME to provide support to the COR, including as a collateral duty of other PWD or customer personnel, regardless of billet. All personnel assigned these duties must follow the guidance and direction provided to PARs.

**Performance Assessment Board (PAB).** The PAB is comprised of key technical and administrative personnel appointed in writing by the KO. The PAB will convene on a regular basis to review Contractor performance documentation for the prior evaluation period, and prepare and forward a summary report of findings and recommendations to the KO. The PAB makes recommendations for CPARS and provides input for the determination of contract incentives, if applicable. Details of PAB membership and the process for convening the PAB are provided in paragraph 11.4 below.

#### **4. Training**

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To effectively implement the PA Program, individuals who monitor the Contractor's performance should be experienced in the annex/sub-annex areas for which they are assigned and adequately trained. Mandatory training standards for all personnel performing PA of NAVFAC contracts are specified in BMS B-14.3, Performance Assessment. Additionally, safety training requirements are detailed in BMS B-14.18, FSC Safety and training for those assigned as CORs is promulgated by NFAS 1.602 and detailed in NAVFAC Instruction 4200.1.

CORs assigned to provide oversight of this contract must meet the applicable training requirements and must be appointed in writing by the KO per BMS S-18.3.6. PARs providing support as TPOC/SME for the COR must meet the applicable training requirements and must be assigned in writing by per BMS S-18.3.6 and B-14.3.

#### **5. Safety**

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Proper oversight of Contractor safety is an integral part of effective performance assessment. The PAR must ensure that the Contractor is in compliance with safety requirements specified in Spec Item 2.9 from Annex 2 of the contract. The PAR should be present during any local Safety briefings. If the PAR observes a violation of any safety requirements by the Contractor, the PAR should:

- ... Report the safety hazard resulting from unsafe acts or conditions, defective tools, materials, or equipment used by the Contractor to the COR.

... When imminent danger is apparent (where, if the hazard is not immediately corrected, there is a high probability that a serious accident will occur, life will be in danger or there will be extensive property damage), immediately inform the Contractor and request immediate action is taken to correct the hazard. If the Contractor does not voluntarily take corrective action, require the Contractor to stop work and immediately notify the COR.

Further detail of safety assessment procedures is provided in paragraph 10.4.3 below.

## **6. Security**

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The PAR should become familiar with all security requirements specified in Spec Item 2.9 from Annex 2 of the contract and report any observed violations to the KO.

## **7. Submittals**

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The PAR should review reports and other submittals identified in Section F to ensure they comply with applicable requirements and specifications.

### **7.1 Quality Management Plan Submittal**

The Quality Management System Pre-Performance Review Checklist, Attachment C, should be used for the review of the Contractor's QM Plan submittal and as a guideline for discussion of the Contractor's QMS during the post-award kickoff/pre-performance conference. The PAR, SPAR, Contractor Quality Manager and Project Manager, and any applicable subcontractor quality representatives should sign off on the QMS review checklist.

### **7.2 Accident Prevention Plan Submittal**

Per BMS B-14.18, FSC Safety, the FMFS Pre-Performance Safety Checklist should be used for the review of the Contractor's Accident Prevention Plan submittal (including Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs) and as a guideline for discussion of the Contractor's Safety Program during the post-award kickoff/pre-performance conference. The PAR should coordinate with the local command Safety Representative for assistance in review of Contractor's APP. The PAR, SPAR, Contractor Site Safety and Health Officer (SSHO) and Project Manager, and any applicable subcontractor safety representatives should sign off on the Safety review checklist. The Contractor must submit and have an approved APP before any work may begin on site. Additionally, new or revised AHAs must be submitted and reviewed at the beginning of each work phase, when new hazards are identified, or when a new work crew is brought on site.

## **8. Meetings**

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The PAR should attend and be prepared for required meetings, including partnering sessions. The PAR should be familiar with the Spec Items in Annex 2 titled "Required Conferences and Meetings" and "Partnering." The FSC Partnering process is addressed in BMS B-14.16.

## **9. Methods of Assessment (MOA)**

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The PAR will periodically assess services for conformance to contract performance objectives and standards using the following MOAs:

- ... Periodic Sampling (PS) – requires a pre-determined plan for assessing a portion of the work, using sample size and frequency at the applicable assessment level.
- ... Validated Customer Comments (VCC) – consists of customers observing the performance of services they have received and using a pre-determined procedure to provide feedback and/or report observations to the PAR for validation.

- ... Unscheduled Visits (UV) – impromptu assessments of performance standards and objectives whenever practical.
- ... Customer’s Evaluation (CE) – consists of collected survey data of Contractor performance from the customer’s perspective through the use of a feedback form.

The MOAs used for assessment of each performance objective and standard are identified within the FAP included in Attachment A.

## **10. Quality Management System (QMS)**

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When the Government’s assessment of the Contractor’s performance reveals that the quality management efforts are not effective in ensuring performance objectives and standards are achieved, further action is required. The PAR will conduct a review of the Contractor’s QMS processes and quality inspection and surveillance records for the work item(s) where deficiencies are noted to validate the accuracy and effectiveness of the Contractor’s QMS.

For QMS to be considered acceptable, the Contractor must demonstrate to the Government through quality management and QC corrective and preventive actions that the risk of failure to meet performance standards has been satisfactorily mitigated.

Further detail of the QMS review process is provided within the assessment procedures in paragraph 10.4 below.

## **11. Performance Assessment Process**

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### 11.1 Post-Award Planning

Performance Assessment personnel should review and understand the final contract requirements, including any amendments made during the solicitation period, paying particular attention to performance objectives and standards and any changes in the scope of work. Performance Assessment personnel should also review the Contractor’s technical proposal received in response to the solicitation and initial submittals, such as the QMS program (including Quality Management Plan), Accident Prevention Plan (including Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs), list of key personnel and employee listing.

Performance Assessment personnel should also meet with customer representatives to review details of the contract and discuss the process for reporting and handling of customer comments and review the contract requirements for partnering and the process described in BMS B-14.16, FSC Partnering, to be prepared for these meetings.

### 11.2 Scheduling Assessments

Performance Assessment personnel should develop a planned assessment schedule based upon factors such as selected MOAs, Contractor’s recurring performance schedule, population of work, and local priorities and conditions. Certain work requirements may necessitate increased assessment based on performance risk considerations, e.g., services that are mission critical or have life safety impacts. Increased assessment may be conducted by adding AL2 or AL3 assessments or by targeting specific samples during routine AL1 assessment. Risk is measured based on two things: the likelihood (or probability) and event will occur and the consequence (or impact) if the event does occur.

The FAP, Attachment A, along with the starting point for assessments based on risk determination should be compared against the Contractor’s work schedules as applicable to develop the initial assessment schedule. This schedule may be adjusted when required based on Contractor performance as detailed within the assessment procedures in paragraph 10.4 below.

### 11.3 IDIQ Task Orders

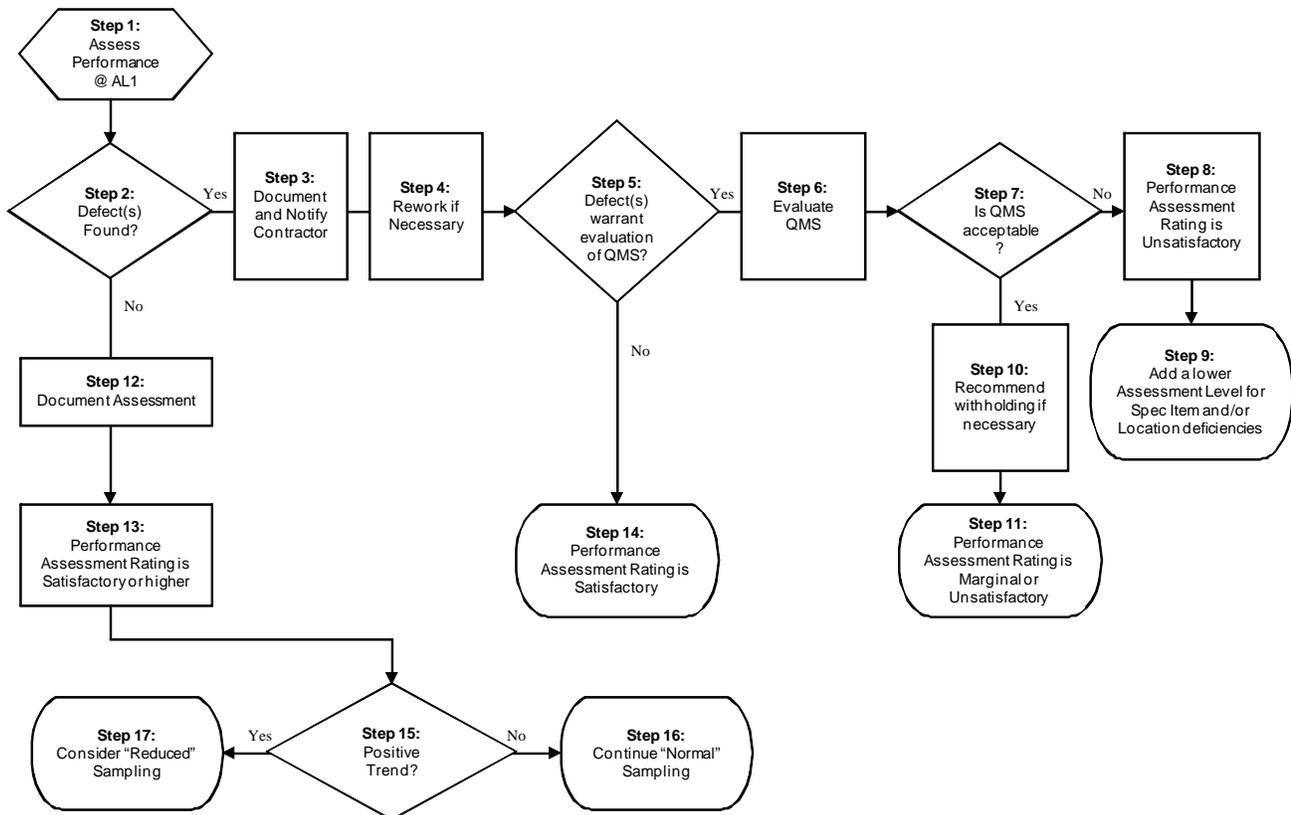
IDIQ Task Orders (TO) require 100% assessment. This means that all TOs must be verified as satisfactorily complete prior to payment. For EMALL Task Orders, verification is performed by the customer through the validation of the credit card payment and acceptance in EMALL. EMALL orders that involve high-risk evolutions will be indicated as “HIGH RISK” in the EMALL short description. The customer must notify the COR by email or phone immediately upon ordering a high-risk IDIQ TO. The COR will schedule appropriate safety oversight for these evolutions. For all other IDIQ TOs, validation is the responsibility of PA personnel. Scheduling of assessments must be planned based on the nature of the work (i.e. simple, short duration tasks performed at a single location vs. complex work performed over a longer period at multiple locations) and added to the assessment schedule after TO award.

### 11.4 Assessment Procedures

Every assessment must be documented on a Performance Assessment Worksheet (PAW) using the form provided in Attachment B. The assessment procedures based on the scheduled level of assessment performed are detailed below.

#### 11.4.1 AL1 Assessments

The flowchart in Figure 1 below and corresponding descriptions shown below detail the performance assessment process used by the PAR to observe, assess, and document Contractor’s performance for 2-digit Spec Items (AL1).



## Figure 1. Performance Assessment Process for Assessment Level 1 (AL1)

**Step 1: Assess Performance at AL1** – This is the typical starting point of assessment. Assess the Contractor’s performance using the MOA, frequencies, and sample sizes indicated at AL1 of the FAP. The starting point may include additional PA at lower assessment levels for mission critical, safety, or environmental related services as determined based on the risk assessment performed during post-award planning. A Performance Assessment Worksheet (PAW) must be used for each assessment indicating this is an AL1 assessment. A PAW is the form used to document and report Government observations and rate Contractor performance.

**Step 2: Defect(s) Found** – The PAR should evaluate the Contractor’s performance of work looking for both failures to comply with performance objectives and standards as well as instances of value-added services or work that exceeds performance standards. Any observation of work that fails to meet any of the specified performance standards will be documented as a defect. Instances of non-conforming work discovered during unscheduled visits (UV) should also be documented as defects. Where customer comments are received (VCC), all alleged defects must be evaluated within a reasonable time to validate that the performance standards were not met. Documentation will be completed using the Customer Comment Record, Attachment D. Documentation of UVs will be completed on a PAW. **DECISION:** If a defect is found, continue. If not, jump to Step 12.

**Step 3: Document and Notify Contractor** – Document any observed negative performance that fails to meet contract performance standards with supporting narrative on the Performance Assessment Worksheet (PAW). If defects are found, the PAR will forward a copy of the PAW to the Contractor. The Contractor shall sign and return the PAW within the specified timeframe to acknowledge receipt of the document. The Contractor’s signature does not constitute agreement with the Government’s assessment, it merely acknowledges that the Contractor has been notified of a Government observed defect. Should the Contractor disagree with the Government’s observations, discussions should be conducted to reach a common understanding of performance objectives and standards.

**Step 4: Rework if Necessary** – In the case of unsatisfactory or non-performed work, the Government may, at its option, allow the Contractor an opportunity to correct by reperformance at no additional cost to the Government. Rework shall be completed within the timeframe specified in Section E, Consequences of Contractor’s Failure to Perform Required Services clause of the contract.

**Step 5: Defect(s) Warrant Evaluation of QMS?** – Defects warrant evaluation of QMS if: 1) they are “Significant”, 2) a “Trend” has been established, or 3) the work is not considered “Substantially Complete”. Significant defects include the Contractor’s failure to meet performance objectives and standards that result in damage to the Government, or incomplete major or critical work items. Significant defects are subjective and should be discussed in initial partnering sessions with the Contractor. Trends are defects that may be considered minor but are recurring and have not been corrected through the Contractor’s QMS. Trends are typically defects found in the same or similar work requirements repeated consistently over several periods of the assessment frequency. Substantially complete means that the performance standard is fully met except for minor or trivial non-conformances per FAR 46.407. A service will be judged to be fully conforming to the contract performance standards if the nonconformance is minor or trivial and there is no omission of essential work, and approximately 95% of the total work (population) assessed meets the performance standard. Substantial completion can be measured based on the total work requirement being assessed or based on any one element of work performance. **DECISION:** If QMS evaluation is warranted, continue. If not, jump to Step 14.

**Step 6: Evaluate QMS** – The PAR should evaluate the Contractor’s QMS to verify proper controls are in place to ensure the delivery of quality services. The PAR should follow the QMS In-Process Review Checklist, Attachment E, and document findings on this form. This review should begin with a focus on the Spec Items and/or location where defects have been found as opposed to a complete audit of the Contractor’s QMS (use Parts A & B of the checklist). The evaluation should identify corrective actions the Contractor is taking for specific discrepancies and identify any QMS changes the Contractor is implementing to preclude systemic problems, avoid repeat discrepancies, and regain Quality Control (QC). If the initial evaluation identifies deficiencies in the Contractor’s QMS with insufficient planned corrective actions or QMS changes, or, if corrective actions and QMS changes planned during previous QMS reviews have been ineffective, then broaden the evaluation to a more comprehensive review of the Contractor’s QMS program (use Parts C through F of the checklist).

**Step 7: Is QMS Acceptable?** – The Contractor must demonstrate to the Government that they have taken corrective actions and identified QMS changes to preclude systemic problems, avoid repeat discrepancies, and regain QC. QMS is considered “Acceptable” if the Contractor’s actions will satisfactorily reduce the risk of continued failure to meet performance standards. **DECISION:** If QMS is unacceptable, continue. If QMS is acceptable, jump to Step 10.

**Step 8: Performance Assessment Rating is Unsatisfactory** – If the Contractor’s QMS is unacceptable, then the PAR should document all findings, including a summary of the findings associated with the Contractor’s QMS, on the PAW. The PAR should rate the Contractor Unsatisfactory in accordance with the evaluation ratings definitions included in the PAB Rating Summary. The PAR should also document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by re-performance.

**Step 9: Add a lower Assessment Level for Spec Item and/or Location deficiencies** – When the Contractor’s performance is Unsatisfactory at AL1 and QMS is Unacceptable, additional PA at Assessment Level 2 or 3 (AL2 or AL3) should be conducted for the Spec Item and/or location deficiencies as shown in Figure 3. [End of this assessment]

**Step 10: Recommend withholding if necessary** – Even if the QMS is acceptable and the Contractor has implemented or planned appropriate corrective actions, withholdings may still be warranted. The PAR should document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by re-performance.

**Step 11: Performance Assessment Rating is Marginal or Un-satisfactory** – The PAR shall document all findings, including a summary of the findings associated with the Contractor’s QMS evaluation, on the PAW. The PAR should rate the Contractor Marginal or Unsatisfactory in accordance with the evaluation ratings definitions included in the PAB Rating Summary. The PAR should continue sampling the size identified as “Normal” in the FAP at AL1. [End of this assessment]

**Step 12: Document Assessment** – Document results of assessment particularly noting how it was validated that performance complied with contract requirements and detailing any instances of value-added services or work that exceeds contract performance standards, with supporting narrative on the PAW.

**Step 13: Performance Assessment Rating is Satisfactory or Higher** – If the Contractor has performed all work in accordance with the performance objectives and standards, then a performance rating of Satisfactory or higher should be assigned. The PAR should rate the Contractor Satisfactory, Very Good,

or Exceptional in accordance with the evaluation ratings definitions included in the PAB Rating Summary. Jump to Step 15.

**Step 14: Performance Assessment Rating is Satisfactory** – The PAR shall document all findings, including details of the failures to comply with performance objectives and standards on the PAW. Per the evaluation ratings definitions included in the PAB Rating Summary, Satisfactory is defined as "contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory." Therefore, the PAR should rate the Contractor Satisfactory and continue sampling the size identified as “Normal” in the FAP at AL1. [End of this assessment]

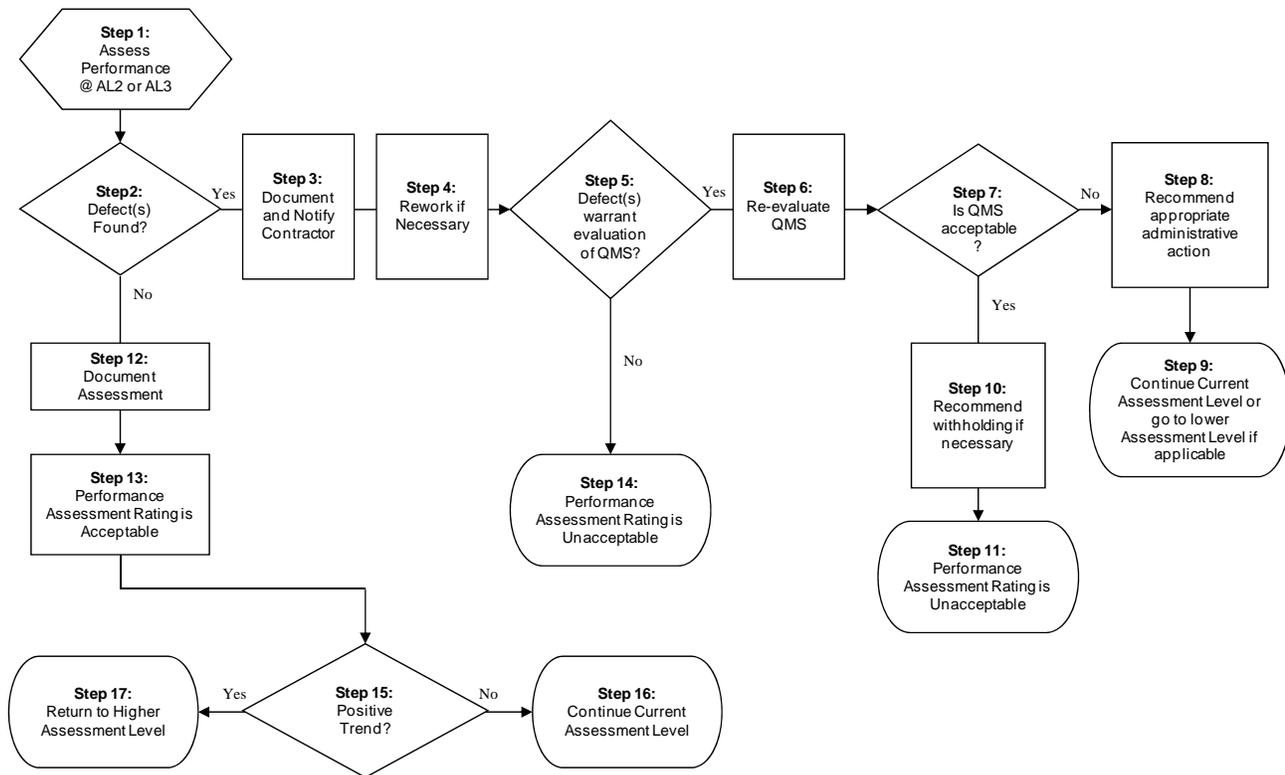
**Step 15: Positive Trend Established?** – If the Contractor has established a trend of Satisfactory, Very Good or Exceptional performance, repeated consistently over several periods of the assessment frequency, the PAR should consider sampling at the reduced level (Jump to Step 17). If a trend has not yet been established the PAR should continue normal sampling.

**Step 16: Continue “Normal” Sampling** – The PAR should continue sampling the size identified as “Normal” in the FAP at AL1. [End of this assessment]

**Step 17: Consider “Reduced” Sampling** – The PAR should adjust sampling to the size identified as “Reduced” in the FAP at AL1. [End of this assessment]

### 11.4.2 AL2/3 Assessments

The flowchart in Figure 2 below and corresponding descriptions shown below detail the performance assessment process used by the PAR to observe, assess, and document Contractor’s performance for 3-digit and 4-digit Spec Items (AL2/3).



**Figure 2. Performance Assessment Process for Assessment Level 2 or 3 (AL2 or AL3)**

**Step 1: Assess Performance at AL2 or AL3** – Start additional assessment(s) at a lower level if the rating on PAW 1 was Unsatisfactory and QMS was unacceptable. Certain work requirements may necessitate normal assessment at AL2 or AL3 based on performance risk considerations, e.g., services that are mission critical or have life safety impacts. Assess the Contractor’s performance using the MOA, frequencies, and sample sizes indicated at the appropriate assessment level, e.g., AL2 or AL3 of the FAP.

**Step 2: Defect(s) Found** – If the Contractor has performed all work in accordance with the performance objectives and standards, then a performance rating of Acceptable should be assigned. The PAR will document any instances of value-added services or work that exceeds performance standards with supporting narrative on the Performance Assessment Worksheet (PAW). When the assessed work fails to comply with performance objectives and standards, the PAR will document the defect on the PAW and notify the Contractor. Instances of non-conforming work discovered during unscheduled visits (UV) should also be documented as defects. Where customer comments (VCC) are received, all alleged defects must be evaluated within a reasonable time to validate that the performance standards were not met. Documentation will be completed using the Customer Comment Record, Attachment D. Documentation of UV will be completed on a PAW. **DECISION:** If defect is found, continue. If not, jump to Step 12.

**Step 3: Document and Notify Contractor** – Document instances of value-added performance that exceeds contract performance standards, and negative performance that fails to meet contract performance standards, with supporting narrative on the PAW. If defects are found the PAR will forward a copy of the PAW to the Contractor. The Contractor shall sign and return the PAW within the specified timeframe to acknowledge receipt of the document. The Contractor’s signature does not constitute agreement with the Government’s assessment, it merely acknowledges that the Contractor has been notified of a Government observed defect. Should the Contractor disagree with the Government’s observations, discussions should be conducted to reach a common understanding of performance objectives and standards.

**Step 4: Rework if Necessary** – In the case of unsatisfactory or non-performed work, the Government may, at its option, allow the Contractor an opportunity to correct by re-performance at no additional cost to the Government. Rework shall be completed within the timeframe specified in Section E, Consequences of Contractor’s Failure to Perform Required Services clause of the contract.

**Step 5: Defect(s) Warrant Evaluation of QMS?** – Defects warrant evaluation of QMS if 1) they are “Significant”, 2) a “Trend” has been established, or 3) the work is not considered “Substantially Complete”. Significant defects include the Contractor’s failure to meet performance objectives and standards that result in damage to the Government, or incomplete major or critical work items. Significant defects are subjective and should be discussed in initial partnering sessions with the Contractor. Trends are defects that may be considered minor but are recurring and have not been corrected through the Contractors QMS. Substantially complete means that the performance standard is fully met except for minor or trivial non-conformances per FAR 46.407. A service will be judged to be fully conforming to the contract performance standards if the nonconformance is minor or trivial and there is no omission of essential work, and approximately 95% of the total work (population) assessed meets the performance standard. **DECISION:** If QMS evaluation is warranted, continue. If not, jump to Step 14.

**Step 6: Re-evaluate QMS** – The PAR should reevaluate the Contractors QMS to verify proper controls are in place to ensure the delivery of quality services. This review should be limited to the Spec Items

and/or location where defects have been found as opposed to a complete audit of the Contractor's QMS. The evaluation should identify corrective actions the Contractor is taking for specific discrepancies, and identify any QMS changes the Contractor is implementing to preclude systemic problems, avoid repeat discrepancies, and regain Quality Control (QC).

**Step 7: Is QMS Acceptable?** – The Contractor must demonstrate to the Government that they have taken corrective actions and identified QMS changes to preclude systemic problems, avoid repeat discrepancies, and regain QC. QMS is considered “Acceptable” if the Contractor's actions will satisfactorily reduce the risk of continued failure to meet performance standards. **DECISION:** If QMS is unacceptable, continue. If QMS is acceptable, jump to Step 10.

**Step 8: Recommend appropriate administrative action** – The PAR should make recommendations to the Contracting Officer via the SPAR/COR/FSCM for appropriate administrative actions. Administrative actions may include additional performance review meetings, issuance of a Contract Discrepancy Report (CDR), Attachment F, withholding of payment including liquidated damages, or interim CPARS rating. The PAR should also document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by reperformance.

**Step 9: Continue Current Assessment Level or go to lower Assessment Level if applicable** – The PAR shall continue sampling at the size and frequency identified in the FAP at the appropriate assessment level or can move to a lower level of assessment if applicable. Additionally, if there is a negative trend in Contractor performance, the PAR should consider modification of the MOAs, sample sizes, and frequencies included in the FAP.

**Step 10: Recommend withholding if necessary** – If the Contractor's QMS is acceptable, then the PAR may still consider recommending withholding of payment for non-conforming services when defects cannot be corrected by re-performance by documenting on the PAW.

**Step 11: Document Performance Assessment Rating as Unacceptable** – The PAR shall document all findings, including findings associated with the Contractor's QMS, which justify rating the Contractor's performance as Unacceptable. The PAR shall continue sampling the size identified in the FAP at the current assessment level. [End of this assessment]

**Step 12: Document Assessment** – Document results of assessment with supporting narrative on the PAW, particularly noting how it was validated that performance complied with contract requirements.

**Step 13: Document Performance Assessment Rating as Acceptable at appropriate assessment level** – The PAR shall document all findings which justify rating the Contractor's performance as Acceptable. Jump to Step 15.

**Step 14: Document Performance Assessment Rating as Unacceptable** – The PAR shall document all findings which justify rating the Contractor's performance as Unacceptable. The PAR shall continue sampling the size identified in the FAP at the current assessment level. [End of this assessment]

**Step 15: Positive Trend Established?** – If the Contractor has established a trend of acceptable performance over a period of time, e.g., three months, the PAR should return to a higher assessment level (Jump to Step 17). If a positive trend has not yet been established the PAR should continue at the current assessment level.

**Step 16: Continue Current Assessment Level** – The PAR should continue sampling at the size and frequency identified in the FAP at the appropriate assessment level. [End of this assessment]

**Step 17: Return to Higher Assessment Level** – The PAR should discontinue the additional lower level assessment and move to a higher assessment level or reduce to normal AL1 assessment. [End of this assessment]

### **11.4.3 Safety Assessment**

As detailed in BMS B-14.18, FSC Safety, proper oversight of Contractor safety is an integral part of effective performance assessment. There are two preferred methods for assessing a Contractor’s safety performance: 1) Assessing safety while conducting regular periodic sampling; and 2) Documenting “unscheduled visits” to specifically assess safety anytime the performance of work can be observed.

Note: Anytime a safety issue is observed, the PAR should take appropriate immediate action to stop work as necessary until the unsafe practices are properly corrected.

The PAR shall record all safety assessments on the PAW including a supporting narrative regarding the safety issues observed in the comments block. The FSC Safety Assessment Checklist, Attachment G, should be used to identify the specific areas where safety issues were noted and attached to the PAW. Similar to the assessment process detailed above, the PAR should consider the significance of safety issues and any trends observed in evaluating the need for further review of the Contractor’s safety program and the addition of more scheduled assessments.

If a detailed review of the Contractor’s safety program is deemed necessary, the PAR should evaluate the Contractor’s Accident Prevention Plan (APP)/Activity Hazard Analysis (AHA) to verify proper safety controls are in place to ensure their employees are performing work in accordance with EM 385-1-1. This review shall ensure the APP/AHA is site specific and relevant to the service process. The safety program review should identify discrepancies between the Contractor’s APP/AHA with the EM 385-1-1 and identify any corrective actions the Contractor is implementing to preclude systemic problems and avoid repeat safety issues. The PAR should coordinate with the local command Safety Representative for assistance in review of Contractor’s APP.

The PAR must also be familiar with other safety responsibilities detailed in BMS B-14.18, including assisting with Occupational Safety and Health Administration (OSHA) inspections and ensuring Contractors follow the proper procedure for mishap notification.

### **11.4.4 Management and Administration Assessment**

Contractor compliance with contract requirements, including those specified in Annex 0200000 or Spec Item 2 of the functional annex can generally be evaluated through the assessment of work performed. For example, the Contractor must provide properly trained and qualified personnel to perform work in order to meet the standards specified in the contract. However, there remain certain overall management and administration requirements that cannot be effectively assessed through PA scheduled per the FAPs. Therefore, the COR will conduct a monthly assessment to evaluate the Contractor’s compliance with management and administration requirements as specified in Annex 0200000 using the checklist provided in Attachment H.

### **11.4.5 Contract Discrepancy Reports**

Contract Discrepancy Reports (CDRs) are a formal administrative action intended to document and track Contractor corrective actions for resolution of continued unsatisfactory performance. CDRs will be issued for repeated failures where the Contractor has an unacceptable QMS that has not been effectively corrected. That is, the following conditions have occurred:

- 1) Defects at AL1 led to a QMS evaluation,
- 2) The Contractor's QMS was found to be unacceptable and additional assessments were scheduled for the AL2/3 level,
- 3) AL2/3 assessments revealed further defects and the QMS evaluation was again unacceptable.

Issuance of a CDR requires the Contractor to evaluate the noted discrepancy, determine root cause of the failure to perform, and develop a plan to ensure contract requirements are met. CDRs require Contractor response and Government acceptance of the Contractor's corrective action. CDRs must be tracked until officially closed out by the Government. The Contract Discrepancy Report format is included in Attachment F.

## **12. Assessment Summary and Evaluation**

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### 12.1 Monthly Performance Assessment Summary (MPAS)

The PAR and SPAR will collect, review, and evaluate the results of all performance assessments including PAW documentation, safety assessments, validated customer comments, customer evaluations, trend data, and Contractor QMS corrective and preventive actions. The PAR summarizes PA information and completes the comments block on the MPAS for each annex/sub-annex. The MPAS for each annex/sub-annex is included with the applicable FAP, Attachment A. The SPAR reviews completed annex/sub-annex MPAS, provides recommended actions as applicable, assigns an overall technical rating for the function, and validates the MPAS by signing it. The SPAR/COR consolidates all annex/sub-annex ratings with supporting comments on the MPAS Coversheet, Attachment I, provides a recommended overall rating for the Contractor's performance, and validates the MPAS Coversheet by signing it. Supporting information (e.g. copies of completed PAWs, VCCs, Customer Evaluation forms, and other assessment documentation) should be made available with the MPAS.

### 12.2 Invoice Validation and Withholdings

Results of performance assessments and other PA information should also be used as part of the validation of the Contractor's monthly invoice amount. The COR will make a determination for the value of the estimated damages to the Government for non-conforming or non-performed work and recommend to the KO the appropriate withholding including liquidated damages (LDs). Documentation must be provided to support the reduced value of services and/or the estimated cost and related profit to correct deficiencies and complete unfinished work.

The COR is designated as a Departmental Accountable Official (DAO) due to the duties for invoice verification and the responsibility to ensure that payment recommendations are made only for services received that meet the performance standards of the contract. The COR must review the submitted invoices for accuracy and completion of required supporting documentation. The COR should reference MPASs with associated PAWs and other assessment documentation to verify completion of required services and determine if any withholdings or deductions are warranted.

For invoices submitted through Wide Area Work Flow (WAWF), the COR performs the inspector role as detailed in BMS S-17.4.14.2 Process Wide Area Work Flow (WAWF) Invoices. For non-WAWF invoices, follow local process for documenting invoice reviews.

### 12.3 COR Activity File

In order to provide an auditable trail of documentation supporting the assessment of Contractor performance, the COR is required to maintain a file for each contract/order assigned. A list of items that must be included (at a minimum) in a COR file can be found in NAVFAC Instruction 4200.1, Contracting Officer's Representative. The COR File will be maintained until the end of contract performance, when it is then turned over to the Contracting Officer for inclusion as part of the official contract file.

Hardcopy files are maintained by the COR in a folder(s) annotated with the contract number and period of performance for the included documentation. Supporting documentation (e.g. PAWs) for the current period of performance may be located in individual files retained by each PAR. All content in electronic format is located on a secure shared drive.

### 12.4 Performance Assessment Board (PAB)

The Performance Assessment Board membership consists of the following:

PAB Chairperson – Marcie Brim, COR/SPAR

PAB Member – Whitney Buckley, PAR

PAB Member – Joe Loersch, CS

The PAB will convene monthly to review and evaluate Contractor performance. The date, time, and location of PAB meetings will be established by the PAB Chairperson and communicated to all PAB members.

Additional participants may include Small Business Specialist, Site Safety Manager, and Customer representative as specifically requested or approved by the PAB Chairperson. The personnel may participate in the discussion of Contractor performance, but will have no vote on consensus ratings.

The COR (with support as required from PARs/SPARs) should be prepared to brief the PAB on the monthly summary information and trend data and offer a recommended consensus rating to the PAB based on assessment results. Each PAB member should consider the information presented and individually document ratings with supporting comments for each area defined in CPARS on the PAB Rating Summary form, Attachment J. The PAB Chairperson should develop a consensus rating for each factor and document comments relevant to each rating factor from the PAB review. At, or near, the end of each performance period, the PAB should review previous PAB Rating Summaries in addition to performance during the most recent evaluation period to develop overall input for official CPARS ratings and relevant comments. This final PAB report should be used by the Assessing Official Representative (AOR) for entry into CPARS for the performance period. Additionally, this PAB should make final recommendations for assessing contract incentives in accordance with the Award Fee or Award Option Plan.

Specific details of the PAB process are provided in BMS B-14.26, Performance Assessment Board.

## **13. Summary**

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The PAP is based on the premise that the Contractor is responsible for managing and ensuring that quality controls meet the terms of the contract. The PAP facilitates consistent and effective tiered PA to verify the accuracy and completeness of the Contractor's QMS and to assess overall compliance with performance objectives and standards. The Government will evaluate Contractor performance through appropriate assessment methods to ensure payments are made only for services that comply with contract requirements. This PAP is a "living" document that will be revised or modified as circumstances warrant.

Attachment A: Functional Assessment Plan (FAP)

FACILITY INVESTMENT FAP			
<u>Assessment Levels (AL)</u>		<u>Assessment Frequency (Freq)</u>	<u>Method of Assessment (MOA)</u>
AL1	Start assessment at this Level	A – Annually Q – Quarterly M – Once per month BW – Once every 13-16 days W – Once per week R – As required	PS – Periodic Sampling RS – Random Sampling VCC – Validated Customer Complaints UV – Unscheduled Visits CE – Customer’s Evaluation
AL2	Add this Level if Contractor performance for AL1 is Unsatisfactory		
AL3	Add this Level if Contractor performance at AL1 or AL2 is Unsatisfactory		
Note: Return to appropriate Assessment Level when performance improves.		Note: The first method listed in the MOA column below is the primary assessment method.	

Spec Item	Performance Objective	Performance Standard	MO A	Assessment Level			Sample Size		Freq
				AL1	AL2	AL3	Normal	Reduced	
3.1	<b>Service Calls</b> The Contractor shall perform service call work in a timely manner and ensure facilities, systems, and equipment restored to a safe, operable condition and function properly.	Service call work is responded to and completed within the specified time.  Systems and equipment are restored to operable condition and function properly in accordance with OEM specifications.  Work is accomplished per Spec Item 2.3, Workmanship and Material Standards.  When repair is complete the VTE does not present any hazard or danger to personnel.	PS VCC		N/A	N/A	100%	N/A	M
3.1.1	<b>Emergency Service Calls</b> The Contractor shall respond to emergency service calls and arrest emergent conditions to minimize and mitigate	Emergency calls responded to within 1 hour of receipt of call, 24 hours a day seven days a week.	PS VCC	N/A		N/A	100%	N/A	M

Spec Item	Performance Objective	Performance Standard	MO A	Assessment Level			Sample Size		Freq
				AL1	AL2	AL3	Normal	Reduced	
	<p>damage to facilities, systems, and equipment, and danger to personnel.</p> <p>Associated repairs are completed to ensure facilities, systems, and VTE equipment restored to a safe, operable condition and function properly.</p>	<p>Work is continued without interruption until emergent condition is arrested.</p> <p>Upon completion of service call, systems and equipment are restored to operable condition and function properly in accordance with OEM specifications.</p> <p>Work is accomplished per Spec Item 2.3, Workmanship and Material Standards.</p> <p>When repair is complete the system or equipment does not present any hazard or danger to personnel.</p>							
3.1.2	<p><b>Routine Service Calls</b></p> <p>The Contractor shall complete routine service calls in a timely manner and ensure facilities, systems, and equipment are restored to a safe, operable condition and function properly.</p>	<p>Routine service calls are completed by the end of the 3<sup>rd</sup> full working day of being issued.</p> <p>Systems and equipment are restored to operable condition and function properly in accordance with OEM specifications.</p> <p>Work is accomplished per Spec Item 2.3, Workmanship and Material Standards.</p> <p>When repair is complete the VTE does not present any hazard or danger to personnel.</p>	PS VCC	N/A		N/A	100%	N/A	M
3.2	<p><b>Preventive Maintenance (PM) Program</b></p>	<p>The Contractor's PM program is submitted within 10 calendar days following award.</p> <p>PM is accomplished per the Contractor's program and work schedule.</p>	PS VCC		N/A	N/A	100%	50%	M

Spec Item	Performance Objective	Performance Standard	MO A	Assessment Level			Sample Size		Freq
				AL1	AL2	AL3	Normal	Reduced	
3.3	<b>Inspection, Testing and Certification</b>	Certifications are completed as scheduled.	PS		N/A	N/A	100%	N/A	M
3.3.1	<b>VTE</b> The Contractor shall prepare, inspect, test, and operate VTE systems to support Government certification.	VTE inspection, testing, and certification is completed when due.  Notification of repair work necessary to maintain certification is reported to the Government within one hour of identification.	PS	N/A		N/A	100%	N/A	M
4	<b>IDIQ Work</b> 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.		PS	N/A	N/A	N/A	As Required	N/A	R

Spec Item	Title	AL1 Rating					AL2/AL3 Rating			VCC	Safety		
		E	VG	S	M	U	# Samples	A	U		# Samples	Issues	# Samples
3.1	Service Orders												
3.1.1	Emergency Service Orders												
3.1.2	Urgent Service Orders												
3.1.3	Routine Service Orders												
3.2	Preventive Maintenance (PM) Program												
3.2.8	Vertical Transportation Equipment (VTE)												
3.3	Integrated Maintenance Program (IMP)												
3.3.3	VTE												
3.4	Inspection, Testing, and Certification Program												
3.4.5	Vertical Transportation Equipment (VTE)												
4	IDIQ												
Comments:													
Recommended Actions:													
		Technical Ratings (mark using "X")											
		E	VG	S	M	U							
Overall Technical Rating for FFP Work													
Overall Technical Rating for IDIQ Work													
SPAR Signature: _____ Date: _____													

**PERFORMANCE ASSESSMENT WORKSHEET**

ANNEX/SUB-ANNEX: \_\_\_\_\_

**13.1 Attachment B: Performance Assessment Worksheet**

PAW (Indicate Level)	1	2	3	IDIQ
CONTRACT NO:		PAR NAME:		
SAMPLE ID:		DATE:		
SAMPLE LOCATION:				
SPEC ITEM / TO #:		TITLE:		
<b>SAFETY ASSESSMENT:</b> Issues found?      No      Yes      (document details below)				
<b>COMMENTS:</b> (Document findings/observations of how performance complies with contract requirements and detail any value-added or negative performance, and trends)				
<b>RATING:</b> <b>(For AL-2/3)</b>		Acceptable	Unacceptable	
PAR (signature): _____		DATE: _____		
CONTRACTOR (signature): _____		DATE: _____		
REWORK:	Acceptable	Unacceptable	N/A	
<b>QMS EVALUATION:</b> (Document effectiveness of contractor's QMS to detect/correct negative performance and reverse trends. Attach QMS review checklist.)				
QMS RATING:	Acceptable	Unacceptable	N/A	
<b>PERFORMANCE ASSESSMENT RATING: (FOR AL-1 or IDIQ)</b>				
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory

**Attachment C: QMS Pre-performance Review Checklist**

<b>GENERAL INFORMATION</b>			
	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
CONTRACTOR Project Manager			
CONTRACTOR Quality Manager			
SUB-CONTRACTOR QC			
SUB-CONTRACTOR QC			
PERFORMANCE ASSESSMENT REPRESENTATIVE (PAR)			
SUPERVISORY PAR / COR			
<b>CONTRACT INFORMATION</b>			
TITLE:			
Contract #:	TO#	LOCATION:	
START:	END:	CONTRACT PRICE:	

**ACCEPTANCE OF CONTRACTOR'S QUALITY APPROACH DOES NOT LIMIT CONTRACTING OFFICER FROM REQUIRING ADDITIONAL MEASURES IF PERFORMANCE IS UNACCEPTABLE.**

<b>QUALITY MANAGEMENT BRIEFING CHECKLIST</b>	
<b>CHECKPOINT (Y/N)</b>	<b>COMMENTS</b>
<b>QUALITY ORGANIZATION:</b>	
Is the QM plan submitted in accordance with Annex 0200000 and Section F requirements?	
Is the Quality organization clearly identified (e.g., org chart) and a list of all Quality personnel provided?	
Are the responsibilities of Quality personnel detailed and lines of authority explained (e.g., Quality staff and Quality Manager reports directly to Prime Contractor management)?	
Are the training and qualification requirements for Quality staff specified and does the Contractor's staff meet these requirements?	
Does the Quality organization show relationship between the Prime Contractor's Quality staff and Subcontractor's management or Quality?	
<b>QUALITY APPROACH:</b>	
Is the QM plan current and specifically tailored for this contract?	
Does the Contractor's Quality Management System and management approach indicate a clear understanding of the contract requirements?	

<b>METHODS AND PROCEDURES FOR PERFORMANCE OF WORK:</b>		
	Does the Contractor provide detail of their work planning and control to ensure first time quality? This could include:	
	a. Proper selection and training of personnel	
	b. Tracking and verification of training and certification requirements	
	c. Work center supervisor/lead personnel oversight of work performance	
	d. Detailed SOPs and procedures for work requirements	
	e. Routine training and meetings	
	f. Selection procedures for subcontractors	
	g. Management control of subcontracted work	
<b>SURVEILLANCE AND INSPECTION PROCEDURES:</b>		
	Does the Contractor provide detailed procedure for the selection of samples (e.g., percentage of work inspected, process for selection of samples, in-process vs. completed work.)?	
	Does the QM plan detail procedures for the collection, recording, and analysis of inspection and surveillance results?	
	Does the QM plan include processes for utilization analysis of inspection and surveillance results to determine cause and implement corrective actions?	
	Does the QM plan provide a process for preventing recurrence of quality issues and continuous improvement of work performance?	
	Does the QM plan detail specific procedures for the oversight of subcontracted work or the review and analysis of subcontractor quality?	
<b>DOCUMENTATION AND RECORDS MANAGEMENT:</b>		
	Does the Contractor have a process for the control and retention of Quality documentation and records?	
	Does the Contractor provide the controls in place to ensure all Quality records are documented, maintained reviewed and properly filed?	
	Does the QM plan have a process for the review of documentation for completeness, accuracy, and consistency? (This may include management reviews or	

	internal audit plan.)	
	Does the QM Plan provide a process for tracking and ensuring all submittal requirements are met?	
<b>COMMUNICATION WITH GOVERNMENT:</b>		
	Does the QM plan address the level, format, and frequency of communications with the government? This could include:	
	a. Routine, yet informal communications between contractor, quality staff, and Government PARs	
	b. Established meeting requirements between Contractor Quality and/or management staff with Government PA and/or contracting personnel.	
	c. Progressive reporting and communication based on the frequency or severity of the issue being addressed (e.g., Quality staff to PAR, Quality Manager to SPAR/FSCM, Project Manager to PWO	
	d. Details of protocol for attendance at meetings required by contract, including partnering sessions.	
<b>REVIEW SIGNATURES</b>		
PAR:		DATE:
SPAR/COR:		DATE:
CONTRACTOR QUALITY MANAGER:		DATE:
CONTRACTOR PROJECT MANAGER:		DATE:
SUBCONTRACTOR:		DATE:
SUBCONTRACTOR:		DATE:

**Attachment D: Customer Comment Record**

CONTRACT NO:		DATE/TIME RECEIVED:	
		RECEIVED BY:	
SOURCE OF COMMENT			
ORGANIZATION: _____ INDIVIDUAL: _____ PHONE: _____			
LOCATION:			
SPEC ITEM:		TITLE:	
<u>DETAILS OF OBSERVATION:</u> (Provide specific de M,NIs of the requirement observed.)  			
Comment Validation:	Valid	Non-valid	
<u>COMMENTS:</u>			
PAR (signature): _____		DATE: _____	
CONTRACTOR (signature): _____		DATE: _____	
REWORK:	Acceptable	Unacceptable	N/A
PAR (signature): _____		DATE: _____	

QMS IN-PROCESS REVIEW CHECKLIST

**Attachment E: QMS In-process Review Checklist**

CONTRACT #:		TITLE:
PAR NAME:		DATE:
ANNEX/SUB-ANNEX:		
SPEC ITEM:	TITLE:	

<b>QMS REVIEW CHECKLIST</b>		
If observed defects warrant evaluation of QMS, the initial review should be limited to the Spec Items and/or location where defects have been found. This process begins with Part A & B below.		
<b>CHECKPOINT (Y/N)</b>	<b>COMMENTS</b>	
<b>A. QUALITY SURVEILLANCE AND INSPECTION SCHEDULES</b>		
	1. Is there a quality surveillance and inspection schedule? Does it include:	
	a. Surveillance and inspections to be performed?	
	b. Frequency of surveillance and inspections?	
	2. Is there a current schedule?	
	3. Does the schedule reflect all contractual requirements?	
	4. Are the number and frequency of surveillance and inspections sufficient?	
	5. Do the schedules match the QM plan?	
	6. Is the schedule being followed?	
<b>B. DOCUMENTATION AND ANALYSIS OF QUALITY DATA</b>		
	1. Are the results of all surveillance and inspections properly documented?	
	2. Are quality deficiencies properly resolved and tracked?	
	3. Is quality documentation of deficiencies analyzed for trends and root cause?	
	4. Is appropriate action taken or planned to prevent recurrence of quality issues?	
	5. Is there verification process to ensure corrective and preventative actions are effective?	
	6. Are appropriate continuous improvement plans in place and communicated to workforce?	

QMS IN-PROCESS REVIEW CHECKLIST

Comments: (Document corrective actions taken or QMS changes being implemented. If QMS is unsatisfactory, document findings and rationale for additional review conducted below.)

If review conducted above identifies deficiencies in the Contractor's QMS with insufficient planned corrective actions or QMS changes, or, if corrective actions and QMS changes planned during previous QMS reviews have been ineffective, then continue review with Parts C through F below.

<b>CHECKPOINT (Y/N)</b>	<b>COMMENTS</b>
<b>C. QUALITY MANAGEMENT PLAN</b>	
1. Is the written QM plan available on site?	
2. Is the QM Plan current?	
3. Does the QM staff meet the requirements designated in QM plan (in terms of staff provided and qualifications and training)?	
<b>D. WORK PROCESSES AND PROCEDURES</b>	
1. Are work instructions, processes and procedures documented?	
2. Are work instructions, processes and procedures available and used by affected personnel?	
3. Is there a process to communicate work instructions, processes and procedures throughout the project and organization?	
4. Are training records properly maintained for employees who are performing the work?	
<b>E. SURVEILLANCE AND INSPECTION PROCESS</b>	
1. Does the documented surveillance and inspection system match the requirements of the QM plan?	
2. Are surveillance and inspection forms used systematically that document both conformances and non-conformances?	
3. Are the surveillance and inspection criteria linked to the performance objectives and standards of the contract?	
4. Does the communication and follow-up on deficiencies follow the process detailed in the QM plan?	
5. Is analysis performed on surveillance and inspection data to identify trends and opportunities for improvement?	
6. Are there examples of process improvements based on surveillance and inspection data?	
<b>CHECKPOINT (Y/N)</b>	<b>COMMENTS</b>

QMS IN-PROCESS REVIEW CHECKLIST

<b>F. CUSTOMER COMMUNICATION</b>			
	1. Are required meetings being held and attended as scheduled?		
	2. Is there documentation of the meetings and associated follow-up activities, i.e. action registers, meeting minutes, agendas?		
	3. Is there proper response and tracking of issues identified by Government personnel?		
	4. Is there a written documentation of issues, e.g., complaint/compliments logs, registers, records?		
	5. Is there a system for correction of defects/problems to satisfy customers?		
	6. Is there an escalation procedure if defects/problems are not addressed satisfactorily?		
<p>Comments: (Document corrective actions taken or QMS changes being implemented. If QMS is unsatisfactory, document recommendation to move to a lower assessment level or take appropriate administrative action.)</p>			
QMS RATING:	Acceptable	Unacceptable	N/A
<b>REVIEW SIGNATURES</b>			
PAR:		DATE:	
CONTRACTOR QUALITY REPRESENTATIVE:		DATE:	

**Attachment F: Contract Discrepancy Report (CDR)**

<b>CONTRACT DISCREPANCY REPORT</b>		1. CONTRACT NUMBER
<b>GOVERNMENT ACTION</b>		
2. TO (Contractor and Manager Name)		3. FROM (Name of Government Representative)
4. DISCREPANCY OR PROBLEM		
5. CONTRACTOR NOTIFIED (Date, Time, Contact Name)		
6. SIGNATURE OF CONTRACTING OFFICER		7. DATE
<b>CONTRACTOR ACTION</b>		
8. TO (Contracting Officer)		9. FROM (Contractor)
10. CONTRACTOR RESPONSE (Cause, corrective actions to prevent recurrence. Attach continuation sheet if necessary.)		
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE		12. DATE
<b>GOVERNMENT CLOSE OUT</b>		
13. GOVERNMENT EVALUATION (Acceptance, partial acceptance. Attach continuation sheet if necessary.)		
14. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other.)		
15. SIGNATURE OF CONTRACTING OFFICER		16. DATE
17. SIGNATURE OF REVIEWING OFFICIAL		18. DATE

## FSC SAFETY ASSESSMENT CHECKLIST

ANNEX/SUB-ANNEX: \_\_\_\_\_

### Attachment G: FSC Safety Assessment Checklist

CONTRACT NO:				PAR NAME:			
SAMPLE ID:				DATE:			
SAMPLE LOCATION:							
SPEC ITEM / TO #:			TITLE:				
SAFETY ASSESSMENT: Issues found?      No      Yes (indicate area of safety deficiency below)							
<b>Administrative</b>				<b>Issue</b>	<b>No Issue</b>	<b>N/A</b>	
Are the Contractor staff knowledgeable of Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs related to the work performed?							
Is the Contractor Site Safety Plan (AHA) on site?							
Have all potential hazards been identified and appropriate controls implemented?							
Are there Emergency Planning/Communication procedures in place?							
Are there First Aid and CPR Trained personnel on site as required?							
<b>Safety Hazards</b>	<b>Issue</b>	<b>No Issue</b>	<b>N/A</b>	<b>Safety Hazards</b>	<b>Issue</b>	<b>No Issue</b>	<b>N/A</b>
Chemical hazards/MSDS				Accident Prevention (signs, tags, barricades, covers, etc)			
Site Cleanliness (floor care, signage removal, etc)				Hot Work (Welding/Grinding)			
Environmental Conditions (Heat/Cold stress, weather)				Fall Protection/Working at Heights (Ladder Safety, Scaffolding/Staging, Aerial Lifts, etc)			
Lead Paint/Asbestos				Slips, Trips, and Falls			
Biological Hazards (Animals, insects, etc)				Personal Protective Equipment (PPE)			
Soil Disturbance				Respirator Protection			
Underground Utilities/Utility Clearance				Confined and Enclosed Space			
Vehicle Operation and Condition				Trenching/Excavations			
Weight Handling Equipment Safety				Electrical Safety			
Crane Safety				Lockout/Tagout (Control of Hazardous Energy)			
Traffic Control				Ergonomics and Musculoskeletal Hazards			
Equipment Use and Condition				Fire Safety			
Material Handling				Compressed Gas			
<i>Note: Include detailed comments related to Safety assessment on the PAW</i>							

**Attachment H: Annex 2 – Management and Administration Evaluation Checklist**

See checklist that begins on next page.

**ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST**

Contract #: N40085-15-R-8741

Title:

Period Assessed:

Quality of Product or Service					
Spec Item	Title	Requirement	YES	NO	N/A
2.5	Contractor-Furnished Items	Does the Contractor provide all equipment, materials, parts, supplies, components and facilities to perform the requirements of this contract?			
2.5	Contractor-Furnished Items	Are inadequate or unsafe items removed and replaced by the Contractor at no cost to the Government?			
2.5	Contractor-Furnished Items	Are materials asbestos, lead, and polychlorinated biphenyls (PCBs) free?			
2.5	Contractor-Furnished Items	Are energy efficient tools and equipment used when available?			
2.5	Contractor-Furnished Items	Are samples, Material Safety Data Sheets (MSDS) or Manufacturer’s Data Cut Sheets of Materials provided upon request?			
2.6	Management				
2.6.4	Deliverables	Are records and reports accurate, complete and submitted within the times specified as per Section F?			
2.6.6	Government’s Computerized Maintenance Management Systems (CMMS)	Are the records stored in the Government’s Computerized Maintenance Management Systems (CMMS) maintained accurate and complete?			
2.6.7	Quality Management System (QMS)	Is the Contractor's Quality Management System (QMS) an effective and efficient means of identifying and correcting problems throughout the entire scope of operations?			
2.6.9	System and Equipment Replacement	Are replacement components the same model/style or equivalent as the component being replaced?			
2.6.9	System and Equipment Replacement	Are all substituting replacement components accepted by the KO prior to use?			
2.12	Technical Library	Does the Contractor continually update library material to ensure all data is current, complete, accurate and suitable for intended use?			
2.12	Technical Library	Does the Contractor monitor the use of the libraries to ensure materials are returned and data integrity is not compromised?			
2.13	Warranty Management	Is the Contractor aware of which equipment and components are covered by the original warranty and the warranty duration?			
2.13	Warranty Management	Does the Contractor report any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty?			
<b>COMMENTS:</b> (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)					
<input type="checkbox"/> <b>Exceptional</b> <input type="checkbox"/> <b>Very Good</b> <input type="checkbox"/> <b>Satisfactory</b> <input type="checkbox"/> <b>Marginal</b> <input type="checkbox"/> <b>Unsatisfactory</b>					

**ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST**

Contract #: N40085-15-R-8741

Title:

Period Assessed:

Schedule					
Spec Item	Title	Requirement	YES	NO	N/A
2.6	Management				
2.6.1	Work Reception	Does the Contractor receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours?			
2.6.2	Work Control	Has the Contractor implemented all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress.			
2.6.2	Work Control	Does the Contractor plan and schedule work to assure material, labor, and equipment is available to complete work requirements within the specified time limits and in conformance with the quality standards?			
2.6.2	Work Control	Are status updates provided within the times specified?			
2.6.3	Work Schedule	Does the Contractor work interfere with normal Government business?			
2.6.3	Work Schedule	In those cases where some interference is unavoidable, does the Contractor minimize the impact and effects of the interference?			
2.6.3	Work Schedule	Does the Contractor provide advance access to all of their work schedules and notify the KO of any difficulty in scheduling work due to Government controls?			
2.6.6	Government’s Computerized Maintenance Management Systems (CMMS)	Are the records stored in the Government’s Computerized Maintenance Management Systems (CMMS) updated within the times specified?			
2.14	FFP Work Procedures	Does the Contractor take full responsibility for work up to the FFP limits that are specified in subsequent annexes or sub-annexes			
2.15	IDIQ Work	Does the contractor submit proposals for task orders on time?			
2.15	IDIQ Work	Does the contractor provide reasonable price proposals for task orders?			
<p><b>COMMENTS:</b> (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)</p>					
<input type="checkbox"/> <b>Exceptional</b>		<input type="checkbox"/> <b>Very Good</b>		<input type="checkbox"/> <b>Satisfactory</b>	
		<input type="checkbox"/> <b>Marginal</b>		<input type="checkbox"/> <b>Unsatisfactory</b>	

**ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST**

Contract #: N40085-15-R-8741

Title:

Period Assessed:

<b>Business Relations</b>					
<b>Spec Item</b>	<b>Title</b>	<b>Requirement</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
2.3	General Administrative Requirements				
2.3.1	Required Conferences and Meetings	Does the Contractor attend all required conferences and meetings?			
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	Does the Contractor attend Government provided training for maintenance and operation of new and replacement systems and equipment?			
2.3.3	Partnering	Do key members of the prime contractor and subcontractors teams (including senior management) participate?			
2.3.3	Partnering	Did partnering demonstrate cohesiveness between the Government and Contractor?			
2.3.4	Permits and Licenses	Has the Contractor obtained and submitted to the KO within the time specified 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?			
2.3.6	Protection of Government Property	Does the Contractor protect Government property and return areas damaged as a result of negligence under this contract to their original condition?			
2.4	Government-Furnished Property, Materials and Services	Does the Contractor maintain Government-Furnished Property in accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES?			
2.6.8	Property Management Plan	Has the Property Management Plan shall be submitted per Section F?			
2.6.8	Property Management Plan	Does the contractor's Property Management Plan identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession?			
2.11	Disaster Preparedness	Does the Contractor comply with the installation's Contingency Instruction and support the installation Contingency Response Plan, as directed by the KO?			
<b>COMMENTS:</b> (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)					
<input type="checkbox"/> <b>Exceptional</b>		<input type="checkbox"/> <b>Very Good</b>		<input type="checkbox"/> <b>Satisfactory</b>	
		<input type="checkbox"/> <b>Marginal</b>		<input type="checkbox"/> <b>Unsatisfactory</b>	

**ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST**

Contract #: N40085-15-R-8741

Title:

Period Assessed:

<b>Management of Key Personnel</b>					
<b>Spec Item</b>	<b>Title</b>	<b>Requirement</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
2.7	Personnel Requirements				
2.7.1	Key Personnel	Has the Contractor submitted a List of Key Personnel, Qualifications and an Organizational Chart that includes the names of personnel and their position title?			
2.7.1	Key Personnel	Does the contractor meet the qualifications of the key position, as described in the contract, with who filled the key position?			
2.7.2	Employee Requirements	Do the Contractor key personnel manage their employees to ensure personnel are fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform?			
2.7.2	Employee Requirements	Do the key personnel ensure that all personnel are legal residents, speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures?			
2.8	Security Requirements	Do the Contractor key personnel ensure that employees are in compliance with all Federal, state, and local security statutes, regulations, requirements, and ensure that all security/entrance clearances are obtained?			
<p><b>COMMENTS:</b> (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)</p>          					
<input type="checkbox"/> <b>Exceptional</b>		<input type="checkbox"/> <b>Very Good</b>		<input type="checkbox"/> <b>Satisfactory</b>	
			<input type="checkbox"/> <b>Marginal</b>		<input type="checkbox"/> <b>Unsatisfactory</b>

**ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST**

Contract #: N40085-15-R-8741

Title:

Period Assessed:

Safety					
Spec Item	Title	Requirement	YES		NO
2.9	Contractor Safety Program	Is the Contractor’s safety program in compliance with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act?			
2.9	Contractor Safety Program	Has the Contractor develop and implement an APP (which includes the AHA and the Occupational Risk and Compliance Plans) in accordance with the requirements in Annex 2.			
<b>COMMENTS:</b>					
<input type="checkbox"/> <b>Exceptional</b>		<input type="checkbox"/> <b>Very Good</b>		<input type="checkbox"/> <b>Satisfactory</b>	
		<input type="checkbox"/> <b>Marginal</b>		<input type="checkbox"/> <b>Unsatisfactory</b>	

COR (signature): \_\_\_\_\_

DATE: \_\_\_\_\_

COR (printed name): \_\_\_\_\_

**MONTHLY PERFORMANCE ASSESSMENT SUMMARY COVERSHEET**

Contract #: N40085-15-R-8741

Month/Year: \_\_\_\_\_

**Attachment I: MPAS Coversheet**

Annex/ Sub- annex	Title	Functional Annex/ Sub-annex Rating (mark using "X")					
		E	VG	S	M	U	N/A
150301 0	Custodial (FFP Work)						
	Custodial (IDIQ Work)						
	<b>Comments:</b>						
OVERALL RATING FOR FFP AND IDIQ WORK							
<b>SPAR:</b> _____							
<b>Signature:</b> _____ <b>Date:</b> _____							

**Attachment J: PAB Rating Summary**

<b>Block 18a - Quality of Product or Service.</b>					
Assess the contractor’s conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards). List and assess any sub-elements to indicate different efforts where appropriate. Include, as applicable, information on the following:					
<ul style="list-style-type: none"> <li>• Are reports/data accurate?</li> <li>• Does the product or service provided meet the specifications of the contract?</li> <li>• Does the contractor’s work measure up to commonly accepted technical or professional standards?</li> <li>• What degree of Government technical direction was required to solve problems that arise during performance?</li> </ul>					
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
<b>Rating (place an X in the appropriate box)</b>					
<b>Comments:</b>					
<b>Block 18b - Schedule.</b>					
Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance). This assessment of the contractor’s adherence to the required delivery schedule should include the contractor’s efforts during the assessment period that contributes to or affect the schedule variance. This element applies to contract closeout activities as well as contract performance. Instances of adverse actions such as the assessment of liquidated damages or issuance of Cure Notices, Show Cause Notices, and Delinquency Notices are indicators of problems which may have resulted in variance to the contract schedule and should, therefore, be noted in the evaluation.					
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
<b>Rating (place an X in the appropriate box)</b>					
<b>Comments:</b>					

<b>Block 18c - Cost Control. (N/A).</b>					
<b>Block 18d - Business Relations.</b>					
<p>Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts. Include, as applicable, information on the following:</p> <ul style="list-style-type: none"> <li>• Is the contractor oriented toward the customer?</li> <li>• Is interaction between the contractor and the government satisfactory or does it need improvement?</li> <li>• Include the adequacy of the contractor's accounting, billing, and estimating systems and the contractor's management of Government Property (GFP) if a substantial amount of GFP has been provided to the contractor under the contract.</li> <li>• Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.</li> <li>• Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.</li> </ul>					
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
<b>Rating (place an X in the appropriate box)</b>					
<b>Comments:</b>					
<b>Block 18e - Management of Key Personnel (For Services and Information Technology Business Sectors only - Not Applicable to Operations Support).</b>					
<p>Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. For example:</p> <ul style="list-style-type: none"> <li>• How well did the contractor match the qualifications of the key position, as described in the contract, with the person who filled the key position?</li> <li>• Did the contractor support key personnel so they were able to work effectively?</li> <li>• If a key person did not perform well, what action was taken by the contractor to correct this?</li> <li>• If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?</li> </ul>					
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
<b>Rating (place an X in the appropriate box)</b>					
<b>Comments:</b>					



**Block 18f – Utilization of Small Business.**

FAR Subpart 19.7 and 15 U.S.C. 637 contains statutory requirements for complying with the Small Business Subcontracting Program. Assess whether the contractor provided maximum practicable opportunity for Small Business (including Alaska Native Corporations (ANCs) and Indian Tribes) (including Small Disadvantaged Businesses (which also includes ANCs and Indian Tribes), Women Owned Small Businesses, HUBZone, Veteran Owned, Service Disabled Veteran Owned Small Business, Historically Black Colleges and Minority Institutions and ANCs and Indian Tribes that are not Small Disadvantaged Businesses or Small Businesses) to participate in contract performance consistent with efficient performance of the contract.

A4.27.1 Assess compliance with all terms and conditions in the contract relating to Small Business participation (including FAR 52.219-8, Utilization of Small Businesses and FAR 52.219-9, Small Business Subcontracting Plan (when required). Assess any small business participation goals which are stated separately in the contract. Assess achievement on each individual goal stated within the contract or subcontracting plan including good faith effort if the goal was not achieved.

A4.27.2 It may be necessary to seek input from the Small Business specialist, ACO or PCO in regards to the contractor’s compliance with these criteria. For DoD in cases where the contractor has a comprehensive subcontracting plan, request DCMA Comprehensive Subcontracting Plan Manager to provide input including any program specific performance information.

A4.27.3 For contracts subject to a commercial subcontracting plan, the Utilization of Small Business factor should be rated “satisfactory” as long as an approved plan remains in place, unless liquidated damages have been assessed by the contracting officer who approved the commercial plan (see FAR 19.705-7(h)). In such case, the Utilization of Small Business area must be rated “unsatisfactory”.

A4.27.4 This area must be rated for all contracts and task orders that contain a small business subcontracting goal.

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
<b>Rating (place an X in the appropriate box)</b>					

**Comments:**

**Block 18g - Other Areas. (Safety)**

Assess the contractor’s conformance to safety requirements, specifications, and adherence to their safety program (including APP, AHAs, and Occupational Risk and Compliance Plans). List and assess any sub-elements to indicate different efforts where appropriate. Include, as applicable, information on the following:

- Has the Contractor consistently demonstrated a commitment to safety and properly managed and implemented safety procedures for itself and its subcontractors?
- Do the documented safety issues, near misses, and recordable safety incidents indicate the Contractor has followed safe work practices taking into account any upward or downward trends and extenuating circumstances?
- Has the Contractor reported safety incidents in a proper and timely manner and taken appropriate corrective actions?
- What degree of Government direction was required to solve problems that arise during performance?

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
<b>Rating (place an X in the appropriate box)</b>					

**Comments:**



Evaluation Ratings Definitions (Excluding Utilization of Small Business)		
Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government'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.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. 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.
Very Good	Performance meets contractual requirements and exceeds some to the Government'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 was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets 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.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. 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.
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.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
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 a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment 01 ELIN Schedule		
Attachment 2	Attachment 02 Elevator Inventory and Maintenance Schedule		
Attachment 3	Attachment 03 Site Map		
Attachment 4	Attachment 04 Contractor SIR		
Attachment 5	Attachment 05 Contractor Mishap Notification Report		

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.223-4

Recovered Material Certification

MAY 2008

## 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)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--`Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms `agency,"`influencing or attempting to influence,"`officer or employee of an agency,"`person,"`reasonable compensation," and `regularly employed" are defined in the FAR clause of this solicitation entitled `Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled `Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(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 [insert NAICS code].

(2) The small business size standard is [insert size standard].

(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)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (DEC 2014)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

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

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

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

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

## Service-disabled veteran-owned small business concern--

## (1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_ --[insert NAICS code].

(2) The small business size standard is \_\_\_\_ --[insert size standard].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**INSTRUCTIONS TO OFFERORS****1. POINT OF CONTACT**

Ms. Ann Bonis, Contract Specialist  
Phone: 847-688-5395 x246  
Email: [ann.bonis@navy.mil](mailto:ann.bonis@navy.mil)

**2. STATEMENT OF WORK (SOW)**

All work shall be accomplished in accordance with the attached plans and specifications and this Request for Proposal (RFP).

**3. NAICS and Size Standard**

NAICS code for this solicitation is 561210 with a Size Standard of \$35.5m.

**4. PRE-PROPOSAL SITE VISIT**

A site visit may be coordinated with Ann Bonis at [ann.bonis@navy.mil](mailto:ann.bonis@navy.mil). RSVP must be submitted by 27 January 2016 12:00 pm Central Time with the list of names of attendees and company which the attendee represents. The site visit will follow the pre-proposal conference beginning at 0900 on 03 February 2016. The pre-proposal conference will be held at the Visitors Center, in the conference room. Base access is not required for access for the Visitors Center. Given the nature of these services, the Government recommends having a mechanic attend the site visit in order for offerors to see all aspects of the Vertical Transportation Equipment.

**5. COMPETITION REQUIREMENTS**

This procurement is an **8(a) Small Business Set Aside** acquisition.

**6. TYPE OF CONTRACT**

This is a Firm Fixed Price/ Indefinite Delivery Indefinite Quantity services type contract in accordance with 52.216-1 Type of Contract (Apr 1984).

**7. SOLICITATION REQUEST FOR INFORMATION**

Inquiries and questions on this Request for Proposal shall be submitted in writing electronically to the Contract Specialist using the Pre-Proposal Inquiry (PPI) form provided as Attachment 6 of the this solicitation. **Please ensure that the PPI form is returned as an Excel spreadsheet, not as a .pdf.** The Point of Contact (POC) for inquiries is Ann Bonis at [ann.bonis@navy.mil](mailto:ann.bonis@navy.mil). All PPIs must be received no later than 08 February 2016 12:00 pm CT. It is the offeror's responsibility to verify that RFIs were received by the Government.

**8. PROPOSAL DUE DATE & SUBMISSION INSTRUCTIONS**

Proposals are due no later than Monday 22 February 2016 by 2:00PM CT. **HARDCOPY and CD proposals are REQUIRED.** Hard-copy originals and CDs as required by this RFP should be mailed to:

NAVFAC Mid-Atlantic PWD Great Lakes  
**ATTN Ms. Ann Bonis, Contract Specialist**  
310 B Street, Building 1H  
Great Lakes, IL 60088-2814

9. Proposals ***MUST*** include a cover sheet on company letterhead with your DUNS number, CAGE Code, Tax ID, Names, titles, phone number (s) and email address(es) of persons authorized to negotiate on the Offeror's behalf with the Government. Cover sheet shall indicate your proposal expiration date.

Hand-delivered proposals should be brought directly to 310 B Street Great Lakes, IL 60088-2814. Base access is not needed for delivery of proposals. Offerors are required to provide:

- a. One (01) original and one (01) executed Solicitation/Contract (SF 30) including supplemental pages with blocks 14, 15A, 15B, 16, 17 and 18 completed. Block 15A code box shall include the Offeror's CAGE code. These should be included with Proposals.
- b. One (01) Original, two (2) Hard Copies and one (1) CD Copy of the Non-Price Proposal.
- c. One (01) Original, and one (1) Hard Copy of the Price Proposal.
- d. One (01) Hard Copy of Acknowledgement of ALL amendments to the RFP that may be issued prior to the date specified for receipt of proposals.
- e. In the event of a discrepancy between the original proposal and copies, the original proposal will govern.

Failure to submit offers for all line items listed shall be cause for rejection of the offer.

**10. PERIOD OF PERFORMANCE**

This contract contains provisions for the base period of seven (7) months, with four (4) one (1) year options available to be exercised at the Government's discretion and based on available funding.

**11. DEPARTMENT OF LABOR (DOL) WAGE DETERMINATION**

In accordance with FAR 22.1006 the Service Contract Act wage rates apply, and are incorporated into the solicitation in Attachment J-0200000-02.

**12. SYSTEM FOR AWARD MANAGEMENT (SAM)**

Offerors must be registered in the database IAW FAR 52.204-7 in order to be awarded a contract. Offerors not already registered may register at [www.sam.gov](http://www.sam.gov).

**13. VETS 4212 REGISTRATION**

Provide proof of VETS 4212 registration with your proposal.

**14. BID GUARANTEE**

Submit one (1) fully executed document in accordance with contract clause FAR 52.228-1, Bid Guarantee and NFAS Clause 5252.228-9302. The bid guarantee shall be submitted on an SF 24 Form. Failure to submit a bid bond, or inability to submit a bid bond, will cause an offeror to be eliminated without further consideration. This information will be evaluated for award purposes.

**15. ELECTRONIC INVOICING**

This contract will require the use of the Department of Defense (DoD) Wide Area Workflow (WAWF) system for the submission of invoices in accordance with DFARS Clause 252.232-7006.

**16. INSTALLATION ACCESS**

Offerors without RAPIDGATE access are required to be transported in the Government Vehicle provided for the site visit. Base Access will need to be obtained by the awardee.

**17. SOLICITATION**

This solicitation incorporates the Statement of Work (SOW). The contractor will be required to meet the specifications in SOW as they are set forth.

**18. EVALUATION OF PROPOSALS**

Evaluations will be conducted in accordance with the proposal requirements and evaluation factors in the RFP.

**19. INCORPORATION OF PRICE PROPOSAL**

The Contractor's price proposal, including revisions and amendments made prior to contract award and a copy of which is in possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text.

**20. BONDING**

Bid Bond is required for this procurement. Performance and Payment bonds are required after award.

## Section M - Evaluation Factors for Award

PROPOSAL REQUIREMENTS**PROPOSAL REQUIREMENTS  
AND  
EVALUATION FACTORS****1. NOTICE TO OFFERORS**

This is an 8(a) Small Business Set Aside procurement.

**2. OFFERORS ARE ADVISED THAT AN AWARD MAY BE MADE WITHOUT DISCUSSIONS OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED.**

Therefore, proposals should be submitted initially on the most favorable price and technical terms. Offerors should not assume that they would be contacted or afforded an opportunity to qualify, discuss or revise their proposals. However, the Government reserves the right to clarify certain aspects of proposals or conduct discussions, providing an opportunity for the offeror to revise their proposal.

**3. BASIS FOR AWARD**

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

**4. ADJECTIVAL RATINGS/DESCRIPTIONS**

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

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

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

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

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

## 2. PAST PERFORMANCE EVALUATION

Past Performance will not be evaluated as a separate factor. Past Performance will be reviewed as part of the responsibility determination.

## 3. Safety Evaluation

1. Per NFAS 15.304(d), solicitations utilizing source selection procedures for procurements within the 50 United States and the District of Columbia shall contain a standard "Safety" technical evaluation factor. This factor shall be included as a stand-alone evaluation

factor and not as a sub-factor or an element of the Past Performance evaluation factor. This action will result in the selection of contractors that have consistently demonstrated a commitment to safety and the ability to properly manage and implement safety procedures for themselves and all tiers of subcontractors under their purview.

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

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

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

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

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

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

## **5. GENERAL REQUIREMENTS OF PROPOSALS**

The Government will award one (1) Firm Fixed Price/ Indefinite Delivery Indefinite Quantity Contract to the responsible offeror whose proposal, conforming to the solicitation (N40085-15-R-3829), will be the "best value," to the Government, price and non-price factors considered.

## **6. GENERAL OVERVIEW**

It is the intent and objective of the Government to obtain work which includes furnishing of all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide facility investment services for installed equipment and Vertical Transportation Equipment at Naval Station Great Lakes, IL.

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

Factor 1– Technical Capabilities

Factor 2 – Safety

## **7. PROPOSALS**

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

Factor 1 – Technical Capabilities

Factor 2 – Safety

### **2. Basis of Evaluation and Submittal Requirements for Each Factor.**

#### **(a) Price:**

(1) Solicitation Submittal Requirements: Price shall be submitted on Attachment 0001 ELIN Schedule. The total of the ELINs shall be submitted on CLINs 0001, 0002 and 9000 as applicable, on the SF 30. A bid guarantee shall also be provided in accordance with FAR 52.228-1 (Bid Guarantee).

(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:**

(1) **Factor 1, Technical Capabilities:**

(i) Solicitation Submittal Requirements: The Offeror shall clearly demonstrate its understanding of and approach to accomplishing the complexity and magnitude of service requirements stated in the Performance Work Statement. If using subcontractors, the contractor shall identify subcontractors and the percentage of the work subcontractors will perform. Additionally, the offeror's technical capability write up must address the following:

- a) How the incoming work will be received, assigned to an employee, scheduled, etc., without adversely impacting existing, uncompleted work. In addition, explain how you will perform Indefinite Quantity (IQ) without impacting routine maintenance. Explain how service calls will be handled during normal and after normal working hours and how emergency calls will be responded to after normal working hours.
- b) Detail a plan to ensure personnel have the necessary training and certification to accomplish the specialty work requirements specified in this Annex for VTE. In addition, describe how you propose to ensure this training and certification is maintained current.
- c) Identify the automated system, if any, that you propose to utilize to manage your Preventative Maintenance (PM) program, and to maintain Sustainment Restoration Modernization (SRM) data and reports.
- d) Detail your proposed PM program for traction elevators and for hydraulic elevators. The Offeror will provide an example of a PM program for each type (traction and hydraulic) with their Technical Capabilities proposal. The Offeror will use building 30, on the inventory list as the example for the PM program for a traction elevator. Building 1405 will be used for the example of a hydraulic elevator. In addition, you will include an example of your PM program for a hoist motor that is indicative of the detail that will be applied to your entire program.
- e) On attachment 0002 Elevator Inventory, the offeror will identify the amount of hours, per elevator, for monthly, quarterly, semi-annual, and annual inspections, as required.

The Technical Capabilities narrative shall be limited to four (4) pages double-sided (or eight (8) single-sided pages) with 10 point font. The two (2) example PM programs and attached 0002 Elevator Inventory are not included in the page count.

(ii) Basis of Evaluation: The Government will evaluate the quality of the offeror's technical capabilities. When evaluating the technical capabilities proposal, the Government will consider highly qualified offerors to be those who provide a detailed proposal addressing items a through e, as indicated above. The offeror's plan to assure and control project quality throughout the life of the contract will be evaluated.

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

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

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

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

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

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

providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

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

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

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

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