

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C2	PAGE OF PAGES 1 120
2. CONTRACT NO.		3. SOLICITATION NO. N40085-15-R-7510	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 20 Jul 2015	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVFAC MID ATLANTIC PWD PENNSYLVANIA MECHANICSBURG SITE 5450 CARLISLE PIKE BLDG 305 MECHANICSBURG PA 17055-0788			CODE N40085	8. ADDRESS OFFER TO (If other than Item7) See Item 7		CODE
TEL: FAX:			TEL: FAX:			

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

SOLICITATION

9. Sealed offers in original and 2 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 SEE INSTRUCTIONS until 03:00 PM local time 19 Aug 2015
(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 PATRICIA J. SEYLAR	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (717) 605-4579	C. E-MAIL ADDRESS patricia.seylar@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

INSTRUCTIONS

SOLICITATION N40085-15-R-7510; IDIQ ENVIRONMENTAL ABATEMENT SERVICES AT NAVAL SUPPORT ACTIVITY (NSA) PHILADELPHIA AND PHILADELPHIA NAVAL BUSINESS CENTER (PNBC), PHILADELPHIA PA.

THIS ACQUISITION WILL RESULT IN THE AWARD OF AN INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SERVICES CONTRACT.

SET ASIDE & NAICS :

THIS PROCUREMENT IS SET-ASIDE AS A 100% SMALL BUSINESS SET ASIDE UNDER THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE 562910 - ENVIRONMENTAL REMEDIATION SERVICES WITH A SMALL BUSINESS SIZE STANDARD OF 500 EMPLOYEES.

GOVERNMENT POINTS OF CONTACT (POCS):

PRIMARY POC IS CONTRACT SPECIALIST PATRICIA SEYLAR,
TELEPHONE 717-605-4579, EMAIL, PATRICIA.SEYLAR@NAVY.MIL

SECONDARY POC IS ESTHER EDINBOROUGH, CONTRACTING OFFICER,
TELEPHONE 215-897-2323, EMAIL, ESTHER.EDINBOROUGH@NAVY.MIL

PROJECT DESCRIPTION:

THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, SUPPLIES AND SUPERVISION TO PERFORM THE FOLLOWING: IDIQ ENVIRONMENTAL ABATEMENT SERVICES AT NSA PHILADELPHIA AND PNBC PHILADELPHIA PA IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, PERFORMANCE WORK STATEMENT (PWS) AS LISTED IN SECTION C, AND ATTACHMENTS AS LISTED IN SECTION J..

The Contractor must furnish all labor, materials, tools, equipment, supervision, and management necessary to fulfill the requirements of this contract and each task order in a timely manner, with safety as a priority and quality work as the final product.

PERIOD OF PERFORMANCE: The Start Date for Base Period of Performance will be determined at TIME OF AWARD.

CONTRACT TERM: This acquisition contains provisions for a Base Year with Four (4) Option Periods, not to exceed (60) sixty months. Refer to Section I = Contract Clauses, NFAS 5252.217-9301 Option to Extend the Term of the Contract – Services (Jun 1994).

MINIMUM GUARANTEE: The Government will issue a minimum guarantee in the amount of \$ 10,000.00 via Task Order 0001. The minimum guarantee covers the full term of the contract to include all option periods. The work authorized under the contract is that which is ordered by the Government through issuance of a task order. The Contractor is not guaranteed work in excess of the minimum guarantee of \$ 10,000.00 as specified herein. Refer to Section I- Contract Clauses, FAR 52.216-22 Indefinite Quantity (Oct 1995).

INDEFINITE QUANTITY INDIVIDUAL CONTRACT EXHIBIT LINE ITEM NUMBER (ELIN) QUANTITIES:

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

SERVICE CONTRACT ACT WAGE DETERMINATION:

GENERAL DECISION NUMBER: WD 05-2449 REV 15 PUBLISHED 12/30/2014 IS APPLICABLE TO THIS PROCUREMENT. THERE IS NO PROVISION FOR ECONOMIC PRICE ADJUSTMENT. THE WAGE DETERMINATION WILL BE IN EFFECT AT TIME OF AWARD THROUGH THE COMPLETION OF THE

PROJECT. THE MOST CURRENT WAGE DECISION WILL BE INCORPORATED INTO THE CONTRACT AT THE TIME EACH OPTION IS EXERCISED.

UNIT PRICE ADJUSTMENTS IN OPTION PERIODS: The Contracting Officer will NOT further adjust the contract price for the First, Second, Third, and Fourth Option Periods as a result of the incorporation of a new or revised Wage Decision at the exercise of each option to extend the term of the contract. Refer to Section I – Contract Clauses, FAR 52.222-41 Fair Labor Standards Act & Service Contract Labor Standards – Price Adjustment (May 2014).

BONDING REQUIREMENTS: No Bonding is Required for this procurement

SITE VISIT: NOT APPLICABLE - NO Site visit will be held.

CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS: Offerors are required to submit Contract Line Item Number (CLIN) totals located in Section B and Exhibit Line Item Number (ELIN's) schedule of prices located in Section J Attachment 6. The total of the Contract Line Item Number (CLIN) is equal to the sum of the Exhibit Line Item Numbers (ELIN's) as shown below:

CLIN	Period of Performance (POP)	ELIN's
0001	BASE year	A700 through A729
0002	Option year 1	B700 through B729
0003	Option year 2	C700 through C729
0004	Option year 3	D700 through D729
0005	Option year 4	E700 through E729

- a. Award will be made on the total sum of CLIN's 0001, 0002, 0003, 0004 and 0005.
- b. Offeror shall enter unit prices and/or extended totals for CLIN's and ELIN's as indicated in the schedules.
- c. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended offer and the total of the CLIN's and ELIN's will be recomputed accordingly. The CLIN, which includes this ELIN, will also be recomputed to take into account the change in the contract ELIN's. If the offeror provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price.
- d. Failure to enter a price for any of the CLIN's and ELIN's will result in the proposal being rejected as nonresponsive and/or unacceptable.

PROPOSAL FORMAT:

PROPOSAL PACKAGES MUST INCLUDE THE FOLLOWING:

SIGNED STANDARD FORM 33 "SOLICITATION, OFFER AND AWARD"

SECTION B – LINE ITEMS WITH AMOUNTS

SECTION J - Attachment 6 EXHIBIT LINE ITEM NUMBERS (ELINS) WITH AMOUNTS

SECTION K – COMPLETED REPRESENTATIONS & CERTIFICATIONS or COMPLETED IN SYSTEM FOR AWARD MANAGEMENT (SAM) at [HTTPS://WWW.SAM.GOV](https://www.sam.gov)

SECTION M – ALL BASIS OF AWARD REQUIREMENTS

PROPOSAL DELIVERY: WHEN SHIPPING THE PROPOSAL, THE OFFEROR SHALL AFFIX THEIR NAME AND RETURN ADDRESS IN THE UPPER LEFT HAND CORNER OF THE PROPOSAL PACKAGE. PACKAGES CONTAINING PROPOSALS MUST BE SEALED. THE OUTERMOST ENVELOPE OR WRAPPER OF ALL PROPOSAL PACKAGES SHOULD CLEARLY IDENTIFY THE SOLICITATION NUMBER, THE DATE AND TIME THE PROPOSAL IS DUE.

U.S. POSTAL OR COMMERCIAL EXPRESS DELIVERY TO:

NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC, PWD PA

Attention: PATRICIA SEYLAR, Contract Specialist

5450 CARLISLE PIKE, BLDG 305 SOUTH

MECHANICSBURG, PA 17055
Phone 717-605-4579

DUE TO SECURITY RESTRICTIONS on NSA MECHANICSBURG, ALL PROPOSAL PACKAGES MUST BE DELIVERED BY CARRIER (US POSTAL/FED EX/AIRBORNE/UPS, etc) NO HAND CARRIED or ELECTRONIC (NO EMAIL, NO FASCIMILE) SUBMISSIONS WILL BE ACCEPTED.

RFP DUE DATE: REQUEST FOR PROPOSAL (RFP) IS DUE ON OR BEFORE **19 AUGUST 2015 AT 3:00 PM EASTERN** TIME. THE PROPOSAL SHALL BE DELIVERED TO THE ADDRESS SHOWN ABOVE.

REQUEST FOR INFORMATION (RFI): ALL RFI QUESTIONS PERTAINING TO THE REQUEST FOR PROPOSAL SHALL BE EMAILED TO PATRICIA SEYLAR at PATRICIA.SEYLAR@NAVY.MIL NO LATER THAN 72 HOURS PRIOR TO THE DATE THE PROPOSAL IS DUE.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	BASE YR -IDIQ ENVIRONMENTAL ABATEMENT FFP The contractor shall provide all labor, management, supervision, tools, material, and equipment and other items necessary to fulfill the requirements of this contract for ENVIRONMENTAL ABATEMENT SERVICES at NSA and PNBC Philadelphia PA. All work shall be funded on individual task orders. The price of Contract Line Item 0001 is the sum of Exhibit ELINS A700 - A729. FOB: Destination	1	Project		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	OPT 1 -IDIQ ENVIRONMENTAL ABATEMENT FFP The contractor shall provide all labor, management, supervision, tools, material, and equipment and other items necessary to fulfill the requirements of this contract for ENVIRONMENTAL ABATEMENT SERVICES at NSA and PNBC Philadelphia PA. All work shall be funded on individual task orders. The price of Contract Line Item 0002 is the sum of Exhibit ELINS B700 - B729. FOB: Destination	1	Project		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	OPT 2 -IDIQ ENVIRONMENTAL ABATEMENT FFP The contractor shall provide all labor, management, supervision, tools, material, and equipment and other items necessary to fulfill the requirements of this contract for ENVIRONMENTAL ABATEMENT SERVICES at NSA and PNBC Philadelphia PA. All work shall be funded on individual task orders. The price of Contract Line Item 0003 is the sum of Exhibit ELINS C700 - C729. FOB: Destination	1	Project		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	OPT 3 -IDIQ ENVIRONMENTAL ABATEMENT FFP The contractor shall provide all labor, management, supervision, tools, material, and equipment and other items necessary to fulfill the requirements of this contract for ENVIRONMENTAL ABATEMENT SERVICES at NSA and PNBC Philadelphia PA. All work shall be funded on individual task orders. The price of Contract Line Item 0004 is the sum of Exhibit ELINS D700 - D729. FOB: Destination	1	Project		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	OPT 4 -IDIQ ENVIRONMENTAL ABATEMENT FFP	1	Project		

The contractor shall provide all labor, management, supervision, tools, material, and equipment and other items necessary to fulfill the requirements of this contract for ENVIRONMENTAL ABATEMENT SERVICES at NSA and PNBC Philadelphia PA. All work shall be funded on individual task orders. The price of Contract Line Item 0005 is the sum of Exhibit ELINS E700 - E729. FOB: Destination

MAX
NET AMT

Section C - Descriptions and Specifications

DESC & SPECS

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at the Philadelphia Naval Business Center, 4921 S. Broad Street, Philadelphia, Pa. 19112, and at the Naval Support Activity, 700 Robbins Avenue, Philadelphia, Pa. 19111. This procurement is for an Indefinite Delivery-Indefinite Quantity (IDIQ) Environmental Asbestos Abatement, Mold remediation, Lead Paint Testing/Removal, Soil Analysis/Testing, etc. type contract. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full-expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff - N/A Annex 4 Public Safety- N/A Annex 5 Air Operations - N/A Annex 6 Port Operations - N/A Annex 7 Ordnance - N/A Annex 8 Range Operations - N/A Annex 9 Health Care Support - N/A Annex 10 Supply - N/A Annex 11 Personnel Support - N/A Annex 12 Morale, Welfare and Recreation Support- N/A Annex 13 Galley - N/A Annex 14 Housing - N/A Annex 15 Facilities Support – N/A Annex 16 Utilities - N/A Annex 17 Base Support Vehicles and Equipment - N/A Annex 18 Environmental</p>
1.2	Project Location	The work shall be performed within the Philadelphia Naval Business Center and at the Naval Support Activity Philadelphia.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional 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 covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	The Philadelphia Naval Business Center and the Naval Support Activity are predominately office environments along with test sites and warehouse facilities.

0100000 – General Information		
Spec Item	Title	Description
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	The Philadelphia region has four distinct seasons. The city’s climate is moderated by its proximity to the Atlantic Ocean: high humidity in summer, frequent high winds and bitter cold in the winter. January’s average temperature is 33 F/1C. Temperatures tend to dip below freezing in the evening. July’s average temperature is 75 F/24C with sunny, humid days that sometimes exceed 90 F/10-15C. Clear skies 25% of the time; partly cloudy skies 31%; cloudy skies 44%. Average annual rainfall: 40 in/100 cm; heaviest rain in July and August. Average annual snowfall: 20 in/50cm.
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:

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.
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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 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., Specification Item 3 standards apply to all firm fixed priced specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification Items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.</p>
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts, which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

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2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1800000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1630, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. The performance of other work requirements shall be accomplished within the Government's regular working hours unless 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	Contractor shall perform services during regular working hours unless stated in a particular section of the specification or as directed by the task order. 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 (7) calendar days prior to requested day as specified in Section F.
2.2.2	Wage Determinations	Wage determinations are included in J-1800000-04.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as requested by the KO or FSCM.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.

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		<p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership. <p>A project's characteristics determine the process level to be used. As such the following partnering level applies to this contract:</p>
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. <i>Asterisk indicates mandatory personnel.</i></p> <ul style="list-style-type: none"> * President/Vice President * Project Manager * Quality Manager * Site Safety and Health Officer * Sub-Contractor Representatives
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall have a Commonwealth of Pennsylvania, Department of Labor &</p>

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		Industry Asbestos Contractors license. A Commonwealth of Pennsylvania, Department of Labor & Industry Licensed Asbestos Project Supervisor shall be on the project site at all times while work is being performed. All workers shall have a Commonwealth of Pennsylvania, Department of Labor & Industry Asbestos Worker license. All annual medical examination documentation and respirator fit testing shall also be provided before work is performed. All workers shall have attended and provide a certificate for Lead Safety Training completion for any lead removal projects. The Contractor shall submit copies of permits, licenses, and medical and respirator fit documentation per Section F. Copies of renewed licenses, medical and respirator documentation shall be submitted to Contracting Officer prior to expiration.
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 52.228-5, 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	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: <p style="text-align: center;">Comprehensive General Liability: \$500,000 per occurrence</p> <p style="text-align: center;">Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p style="text-align: center;">Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p style="text-align: center;">Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p style="text-align: center;">Other as required by state law.</p>
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	Not applicable.
2.3.8	Directives, Instructions, 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-1800000-02, 09, 10 11, and 12. The Contractor and sub-contractors shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.

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2.3.9	Invoicing Procedures	Refer to Section J for invoicing instructions. Invoicing procedures are identified in J-1800000-03.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included in J-1800000-05.
2.3.11	Cost Account Code (CAC) Reporting	Not applicable.
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)	None – The Government will not provide Government Furnished Facilities to the Contractor.
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. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	None -The Government will not furnish any materials for use under this contract.
2.4.4	Government-Furnished Equipment (GFE)	None -The Government will not furnish any equipment for use under this contract.
2.4.5	Government-Furnished Services (GFS)	None -The Government will not furnish any services for use under this contract.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought on-site. 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 in accordance with Section 'F'.
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 establish a work reception function with the capability to receive, classify, issue, correspond, and respond to calls both during and after Governments regular working hours. The Contractor shall maintain telephone service, and all service and toll charges shall be paid by the Contractor. In the event the Contractor is unable to arrange for

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		telephone service, an alternative means of communications will be provided and maintained by the Contractor, approved by the Government and at no additional expense to the Government.
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 written 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 workday for inquiries after regular working hours in accordance with Section 'F'.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F. Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers at least seven (7) calendar days prior to the interruption. If the discontinued service is due to an emergency breakdown, the Contractor shall notify the KO, affected tenants and customers as soon as practicable per Section F.
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	Not applicable.
2.6.7	Quality Management System (QMS)	The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address: <ul style="list-style-type: none"> ... Accurate documentation of work processes, procedures, and output measures. ... A systematic procedure for assessing compliance with performance objectives and standards. ... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.

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		... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Policy and objectives of Quality Management System (QMS) • Quality organization <ul style="list-style-type: none"> ○ List of personnel ○ Responsibilities & lines of authority ○ Training and qualifications • Approach to assuring quality of services provided and conformance with performance objectives and standards • Methods and procedures for effective planning, operation and control of processes and performance of work • Procedures for inspection and surveillance of services <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management • Communication with government (customers)
2.6.7.2	Quality Inspection and Surveillance	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 (5) 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 to the KO monthly 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, Government-Furnished Property, Materials and Services, of this Annex. This plan shall identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted Government property in its possession. The Property Management Plan shall be submitted per Section F.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features

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		of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>Within 15 calendar days after award of the contract, the Contractor shall submit to the KO an Organizational Chart showing lines of authority of the key personnel and on-site supervisor(s) for this contract per Section F. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, QCM, SSO, 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)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one (1) hour after the Government's regular working hours.</p> <p>The PM shall be a Commonwealth of Pennsylvania, Department of Labor & Industry Licensed Asbestos Project Designer and have completed a Lead Safety Course. The PM shall provide his/her annual medical examination and respirator fit documentation along with an asbestos license(s) and Lead Safety course certificate. The PM shall have at least three years of experience in managing a workforce providing services on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate shall be on-site within during the Government's regular working hours and shall be available on-site within two (2) hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager shall be a Commonwealth of Pennsylvania, Department of Labor & Industry Licensed Asbestos Project Supervisor and have completed a Lead Safety Course. The Quality Manager shall provide his/her annual medical examination and respirator fit documentation along with an Commonwealth of Pennsylvania, Department of Labor & Industry Asbestos License(s) and Lead Safety course certificate. The Quality Manager shall have at least three years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity.</p>

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2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed five (5) years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past or three years experience if he possesses a Certified Safety Professional (CSP) or safety and health degree. The SSHO shall have completed the OSHA 30-hour construction safety class or equivalent and maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO shall be respirator fit and be able to enter asbestos contaminated spaces.</p>
2.7.1.4	Environmental/Energy Manager	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two (2) years' experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee	The Contractor shall provide experienced, qualified, and capable

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	Requirements	personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within four (4) hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished per Section F.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	The following manpower reporting is required by NMCARS 5237.102. The Contractor shall report all Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil . Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil .
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall submit an employee listing of names to the KO

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		within 15 calendar days after award and prior to start of work for any newly added employees per Section F. The list shall include the employee's name, social security number, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Government will issue badges without charge. The Contractor employees must be able to obtain CAC in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within five (5) calendar days. 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.
2.8.4	Access to Installation	All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

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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 (1) year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342. 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.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for	The Contractor shall make arrangements for Government escort into

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	Secured Areas	<p>secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.</p>
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	Not applicable.
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	<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 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 (2) working days prior to start of work.</p> <p>Specifically:</p> <p style="padding-left: 40px;">... For FFP contract modifications where changes are germane to the original contract, the Contractor shall revise applicable</p>

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		<p>AHAs within 15 calendar days after modification is signed. For combination FFP/IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services.</p> <p>... For construction (including renovation or alteration) task orders placed on the IDIQ portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal.</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> <p>... The steps of the service process;</p> <p>... Identify potential hazards that exist as a result of the Contractor's service process within the environment;</p> <p>... Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;</p> <p>... Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;</p> <p>... Inspection requirements to assure service activity is safe; and</p> <p>... Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.</p> <p>During performance of services, the SSHO shall periodically review the AHA 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	Abrasive Blasting Plan	The Contractor shall develop an abrasive blasting plan to include written operating procedures addressed in paragraph 06.H of EM 385-1-1.
2.9.3.2	Access/Haul Road Plan	Not applicable.
2.9.3.3	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.
2.9.3.4	Asbestos Abatement Plan	The Contractor shall develop an asbestos abatement plan, as applicable, to include elements addressed in paragraph 06.B.05 of EM 385-1-1 and UFGS 02 82 16.00 20. An asbestos abatement plan shall address each ELIN in full detail and will therefore be used as the abatement plan for each task order once approved by the Government. A marked-up floor plan layout drawing will be submitted for each task order and approved by

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		the Government before work may commence on the task order. Layout drawing(s) shall include locations and quantities of asbestos to be removed or encapsulated, critical barriers, regulated areas/containment boundaries, waste route, dumpster location, negative air machine locations and exhaust locations, equipment and personnel decontamination unit locations, color coded legend, north arrow and any other information necessary to explain the work that is being accomplished so that it can be used for future reference in the Government's asbestos files for that particular building.
2.9.3.5	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.6	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other Federal, state and local regulatory standards.
2.9.3.7	Critical Lift Plan	The Contractor shall develop a critical lift plan to explain how it will conduct any lifts at 75 percent or more of the crane or hoist capacity (or lifts over 50 percent of the capacity on a barge mounted mobile crane's hoists) for any radius of lifts and include elements addressed in Paragraph 16.H of EM 385-1-1 and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.
2.9.3.8	Demolition Plan	Not applicable.
2.9.3.9	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.9.3.10	Excavation/Trenching Plan	The Contractor shall develop an excavation/trenching plan to include elements addressed in paragraph 25.A.01 of EM 385-1-1.
2.9.3.11	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent their service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.
2.9.3.12	Fire Prevention Program	The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.
2.9.3.13	Floating Plant Severe Weather Precaution Plan and Marine Emergency Plan	Not applicable.
2.9.3.14	Hazardous Energy Control Program	The Contractor shall develop a hazardous energy control program to include elements addressed in paragraph 12.A.12 of EM 385-1-1.
2.9.3.15	Health Hazard Control Program and Hazard Communication Program	The Contractor shall develop a project-specific health hazard control program and chemical hazard communication program to include elements addressed in paragraphs 06.A and 06.B of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.

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2.9.3.16	Heat/Cold Stress Monitoring Plan	The Contractor shall develop a heat/cold stress monitoring plan to include elements addressed in paragraph 06.I.02 of EM 385-1-1.
2.9.3.17	Lead Compliance and Abatement Plan	The Contractor shall develop a lead compliance and abatement plan to include elements addressed in paragraph 06.B.05 of EM 385-1-1, and 29 CFR 1910.1025, and 29 CFR 1926.62, and UFGS 02 83 13.00 20. The Lead Compliance Plan shall address each lead ELIN in full detail and will therefore be used as the Lead Compliance Plan for each task order once approved by the Government. For each task order requiring lead removal, the Contractor shall submit a layout drawing(s) showing a clear depiction of areas of paint to be removed as well as quantities of lead to be removed, critical barriers, regulated areas boundaries, waste route, dumpster location, equipment and personnel hand washing station (hygiene), color coded legend, north arrow and any other information necessary to explain the work that is to be accomplished so that it can be used for future reference in the Government's lead files for that particular building. This plan and layout drawing shall be approved by the government before work may commence.
2.9.3.18	Radiation Safety Program	Not applicable.
2.9.3.19	Respiratory Protection Program	The Contractor shall develop a respiratory protection program to include elements addressed in paragraph 05.G of EM 385-1-1 and the OSHA's respiratory protection standard specified in 29 CFR 1910.134.
2.9.3.20	Site Sanitation Plan	The Contractor shall develop a site sanitation plan to include elements addressed in Section 2 of EM 385-1-1.
2.9.3.21	Temporary Facility Layout Plan	Not applicable.
2.9.3.22	Underground Emergency Rescue Plan	The Contractor shall develop an underground emergency rescue plan to include elements addressed in paragraph 26.A of EM 385-1-1.
2.9.4	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For a near miss, the Contractor shall complete the applicable</p>

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		<p>documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>The Contractor shall conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The KO will provide a blank copy of the accident report form.</p>
2.9.4.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occur. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.5	Fire Protection	<p>The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or</p>

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		hazards to persons, facilities, and materials.
2.9.6	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.7	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.8	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> ... The site is safe and free of job-site hazards ... Proper PPE is being utilized and worn. ... Safe work practices and processes are being followed. ... Workers are familiar with the hazards covered in the respective AHA for that work activity. ... All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	Safety Apparel on	The Contractor personnel shall wear appropriate high-visibility safety

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	Jobsites	apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> ... Reduce purchase and use of toxic and hazardous materials; ... Expand purchase of green products and services; increase recycling; ... Reduce energy and water use; ... Increase use of alternative fuels and renewable energy; ... Integrate green building concepts in major renovations and new construction; ... Prevent pollution at the source; and ... Continual improvement. <p>Policy:</p> <ul style="list-style-type: none"> ... Protect public health and the environment by being an environmentally responsible member of the community; ... Preserve our natural, historic and cultural resources; ... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials; ... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities; ... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste; ... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations; ... Enhance our program as we develop and implement an Environmental Management System; and ... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words. <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its</p>

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		employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.
2.10.1	Energy Management Program	The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters 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 is kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	Not applicable to this contract.
2.10.2.2	Non-Hazardous Waste Disposal	The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract excluding recyclable materials shall be disposed of at appropriate off installation waste handling facilities. All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with base-wide instructions.
2.10.2.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed. Contractor shall submit a Hazardous Waste Disposal Report in accordance with Section 'F'.

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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 at no additional cost to the Government. Contractor shall submit a Spill Documentation Report per the requirements listed in Section 'F.
2.10.2.5	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked; the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p>
2.10.2.6	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 as directed by the NOSC Government Representative.
2.10.2.9	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials will be encountered by the Contractor during the performance of specific IDIQ ELINS work under this contract. The Contractor shall notify the KO if additional asbestos containing materials are discovered during the execution of any IDIQ Task Order.
2.10.3	Sustainable Procurement and Practices	<p>The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> ... Recycled Contents Products ... Energy/Water efficiency ... Energy Efficient Tools and Equipment ... Alternate Fuels and Alternate Fuel Vehicles ... Biobased Products

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		<p>... Non-Ozone Depleting Products</p> <p>... Environmental Preferred Products and Services</p> <p>... Low/Non-Toxic and Hazardous Materials</p> <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (<i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<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 at: http://www.epa.gov/epawaste/conservetools/cpg/index.htm.</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of bio-based products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the activity's Contingency Instruction. The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	Existing technical library contents, including facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material, will be furnished by the Government.

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		The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract.
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	FFP Work Procedures	Not Applicable.
2.14.1	Notification to the Government for Work Above the FFP Limitations	Not Applicable.
2.14.2	FFP Exhibit Line Item Numbers (ELINs)	Not applicable.
2.14.3	Common Output Level Standards (COLS) Options	Not Applicable.
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services	Not Applicable.
2.14.3.2	Option to Change COLS at Contract Award	Not Applicable.
2.14.3.3	Option to Change COLS at Exercise of an Option Period	Not Applicable.
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

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		Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for IDIQ work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes a FFP task order.
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.
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

0200000 - Management and Administration		
Spec Item	Title	Description
		on each task order.
2.15.3	IDIQ ELINS	IDIQ ELINs are provided in J-1800000-06.

1800000 – Environmental	
Table of Contents	
Spec Item	Title
1	General Information
1.1	Concept of Operations
2	Management and Administration
2.1	Definitions and Acronyms
2.2	Personnel
2.2.1	Certification, Training, and Licensing
2.3	Special Requirements
2.3.1	Laboratory Accreditation and Certification
2.4	References and Technical Documents
3	FFP Work – Not Applicable
4	IDIQ Work

1800000 – Environmental		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform environmental services at the Philadelphia Naval Business Center, 4921 S. Broad Street, Philadelphia, Pa. 19112, and at the Naval Support Activity, 700 Robbins Avenue, Philadelphia, Pa. 19111.
1.1	Concept of Operations	The intent of 1800000 Environmental is to specify the Environmental requirements which primarily consist of the following services: management, collection and disposal of hazardous material, hazardous waste and other regulated waste; mold remediation cleanup and disposal; sampling, testing and laboratory services; soil analysis; and utility tunnel water sampling services.

1800000 – Environmental		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1800000-01.
2.2	Personnel	The Contractor shall provide personnel with the training, qualifications, technical knowledge, experience and skills required for efficient operations within the environmental function.
2.2.1	Commonwealth of Pennsylvania and City of Philadelphia Certification, Training, and Licensing	The Contractor shall provide a written training plan and documentation of training for all personnel to demonstrate technical proficiency per Section F. Demonstration of proficiency must take place within established guidelines that are documented in applicable regulations, policies, instructions and Laboratory Quality Assurance Manual. The Contractor shall comply with Spec Items 2.3.4, 2.7.1, 2.7.1.1, 2.7.1.2, 2.7.1.3, 2.7.1.4, 2.7.2 and 2.7.2.1.
2.3	Special Requirements	The Contractor shall submit completed and signed asbestos waste profile sheets which be submitted to the KO before any work commences to remove the associated waste. Completed and signed asbestos waste disposal manifests and hazardous waste disposal documents shall be submitted to the KO within 15 calendar days of asbestos leaving the project work site.
2.3.1	Laboratory Accreditation and Certification	Only laboratories that have appropriate credentials can perform testing. In the absence of certification requirements, laboratories must be accredited for each applicable test method by an accrediting authority approved by the National Environmental Laboratory Accreditation Program (NELAP) or the American Association for Laboratory Accreditation (A2LA) operating in accordance with ISO/IEC 17011:2004.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1800000-02.

1800000 – Environmental				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	Not applicable to this contract.	Not applicable.	Not applicable.
4	IDIQ Work	IDIQ work shall be ordered on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	<p>Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance standards for IDIQ work are listed in J-0200000-06 IDIQ ELINS.</p> <p>The Contractor shall comply with all Federal, state and local statutes and regulations, and with DoD and Navy policies, instructions and guidance such as those listed in the References and Technical Documents in J-1800000-02.</p> <p>If environmental related procedures or operations are found to be out of compliance the Contractor shall immediately notify the KO and the Installation Environmental Program Manager with recommendations for appropriate action.</p> <p>Regulatory compliance and adherence to policies, instructions and guidance, may be determined by planned sampling, validated customer complaints and documented citations if applicable.</p>	

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
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or

damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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.

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

1800000 - Environmental

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
0200000/2.2.1	N/A	Request to Work Outside Government's Regular Working Hours	As specified	KO	1	At least seven (7) calendar days prior to requested day.
0200000/2.3.4	N/A	Permits and Licenses	Before work commences	KO	1	As requested by the KO and/or the Government Performance Assessment Representative (PAR).
0200000/2.3.5	N/A	Certificate of Insurance	As specified	KO	1	Within 15 calendar days after award.
0200000/2.3.9	J- 1800000- 03	Invoicing Procedures	As specified	KO	1	Monthly
0200000/2.5	N/A	Samples, MSDS, Manufacturer's Data Cut Sheets of Materials	As specified	KO	1	Within 15 days before any work commences.
0200000/2.6.2	N/A	Work Status Report	As specified	KO	1	Within two (2) hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.

DELIVERABLES						
Annex/ Spec Item	Form Attachme nt Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
0200000/2.6.5	N/A	Service Interruptions	As specified	KO/Affected Tenants/ Customers	1	Within seven (7) calendar days prior to the interruption. As soon as practicable, if the discontinued service is due to an emergency breakdown.
0200000/2.6.7.1	N/A	Quality Management Plan	As specified	KO	1	Within 15 calendar days after award and within seven (7) calendar days of changes.
0200000/2.6.7.2	N/A	Quality Inspection and Surveillance File	As specified	KO	1	Within five (5) calendar days of completion/termin ation of the contract.
0200000/2.6.7.3	N/A	Contractor Quality Control/ Assessment Report	First workday of each month	KO	1	Monthly
0200000/2.6.8	N/A	Property Management Plan	As specified	KO	1	Within 45 calendar days after award.
0200000/2.6.9	N/A	System and Equipment Replacement	As specified	KO	1	Substitutes for replacement components must be accepted prior to use.
0200000/2.7.1	N/A	List of Key Personnel and Qualifications	As specified	KO	1	Within 15 calendar days after award.
0200000/2.7.1	N/A	Organizational Chart	As specified	KO	1	Within 15 calendar days after award.
0200000/2.7.2.6	N/A	Proof of Legal Residency	As specified	KO	1	Prior to being admitted to site of work.

DELIVERABLES						
Annex/ Spec Item	Form Attachme nt Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
0200000/2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October	KO	1	Annually for labor executed during the period of performance during each Government fiscal year.
0200000/2.8.1	N/A	Employee List	As specified	KO	1	Within 15 calendar days after award and prior to start of work for newly added employees.
0200000/2.8.3	N/A	Passes and Badges	As specified	KO	1	Within five (5) calendar days when an employee leaves the Contractor's service.
0200000/2.9.1	N/A	Accident Prevention Plan	As specified	KO	1	Within 15 calendar days after award and within seven (7) calendar days of changes.
0200000/2.9.2	N/A	Activity Hazard Analysis	As specified	KO	1	Together with the Accident Prevention Plan and for changes.
0200000/2.9.3	N/A	Occupational Risk and Compliance Plans	As specified	KO	1	Together with the Accident Prevention Plan and for changes.
0200000/2.9.3.1	N/A	Abrasive Blasting Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.2	N/A	Access/Haul Road Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.3	N/A	Alcohol and Drug Abuse Prevention Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.4	N/A	Asbestos Abatement Plan	As specified	KO	1	Prior to the start of work and as specified.

DELIVERABLES						
Annex/ Spec Item	Form Attachme nt Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
0200000/2.9.3.5	N/A	Chemical Hazard Communication Program	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.6	N/A	Confined Space Program	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.7	N/A	Critical Lift Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.8	N/A	Engineering Survey and Demolition Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.9	N/A	Emergency Response Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.10	N/A	Excavation/ Trenching Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.11	N/A	Fall Prevention and Protection Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.12	N/A	Fire Prevention Program	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.13	N/A	Floating Plant Severe Weather Precaution Plan and Marine Emergency Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.14	N/A	Hazardous Energy Control Program	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.15	N/A	Health Hazard Control Program and Chemical Hazard Communication Program	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.16	N/A	Heat/Cold Stress Monitoring Plan	As specified	KO	1	Prior to the start of work and as specified.

DELIVERABLES						
Annex/ Spec Item	Form Attachme nt Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
0200000/2.9.3.17	N/A	Lead Compliance and Abatement Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.18	N/A	Radiation Safety Program	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.19	N/A	Respiratory Protection Program	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.20	N/A	Site Sanitation Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.21	N/A	Temporary Facility Layout Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.3.22	N/A	Underground Emergency Rescue Plan	As specified	KO	1	Prior to the start of work and as specified.
0200000/2.9.4	N/A	Navy Contractor Significant Incident Report	As specified	KO	1	Within one (1) calendar day of accident.
0200000/2.9.4	N/A	Weight Handling Equipment Accident Report	As specified	KO	1	Within 30 calendar day of accident.
0200000/2.9.4.1	N/A	Initial Accident, Damages, Mishaps Reporting Notification Report	As specified	KO	1	Immediately after an accident or near miss.
0200000/2.9.4.1	N/A	Follow-on Accident Reporting Notification Report	As specified	KO	1	Close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning.
0200000/2.9.4.1	N/A	Final Accident Reporting Notification Report	As specified	KO	1	Within 24 hours after completing the investigation of the accident.

DELIVERABLES						
Annex/ Spec Item	Form Attachme nt Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
0200000/2.9.6	N/A	Monthly On-Site Labor Report	First workday of each month	KO	1	Monthly, by the fifth day.
0200000/2.9.7	N/A	OSHA Citations and Violations Corrective Action Report	As specified	KO	1	Within 48 hours after receiving a citation.
0200000/2.9.9	N/A	Safety Certifications	As specified	KO	1	Prior to start of work and as the old certifications expire.
0200000/2.10	N/A	Environmental Management System Goals and Policy Measurement Information	As specified	KO	1	As requested by the KO.
0200000/2.10.1.1	N/A	Water Conservation Plan	As specified	KO	1	Within 15 calendar days after award.
0200000/2.10.2.3	N/A	Hazardous Waste Disposal Report	10 days after the end of the reporting period	KO/ Installation Environmental Office	2	Annually
0200000/2.10.2.4	N/A	Spill Documentation	Within 5 days of completing spill response	KO/ Installation Environmental Office	2	As Required
0200000/2.10.2.9	N/A	Asbestos Containing Material Notification	As specified	KO	1	Verbal notification within one (1) hour and follow-up with written ACM notification within 24 hours.
0200000/2.10.3	N/A	Sustainable Procurement and Practices Plan	As specified	KO	1	Within 15 calendar days after award.
0200000/2.10.3	N/A	Sustainable Delivery of Services Report	As specified	KO	1	Annually

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
0200000/2.10.3.2	N/A	Recovered Material Certification	As specified	KO	1	All changes of products shall be approved by the KO prior to use.
0200000/2.12	N/A	Technical Library Contents	As specified	KO	All Contents	Shall be turned over to the KO upon completion or termination of the contract.
0200000/2.13	N/A	Warranty Management	As specified	KO	Ongoing	Report on repair work subject to warranty.
0200000/2.15.2.1	N/A	IDIQ Proposal	As specified	KO	1	Within two (2) working days after Government's Request for Proposal.
1800000/4.1	N/A	Sampling Plan	15 days after award/ Annually	KO/ Installation Environmental Office	2	Annually
1800000/4.1.1	N/A	Sample Collection Logs	7 days after sampling	KO/ Installation Environmental Office	2	As Required
1800000/4.1.2	N/A	Field Testing Reports	7 days after testing	KO/ Installation Environmental Office	2	As Required
1800000/4.1.3	N/A	Laboratory Analysis Reports	14 days after receipt of sample	KO/ Installation Environmental Office	2	As Required

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	365 dys. ADC	1	N/A FOB: Destination
0002	365 dys. ADC	1	N/A FOB: Destination
0003	365 dys. ADC	1	N/A FOB: Destination
0004	365 dys. ADC	1	N/A FOB: Destination
0005	365 dys. ADC	1	N/A FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 10% percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or 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 10% percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10% percent of the computed cost.

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

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

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

- (1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work.

In addition, the Government can assess liquidated damages, as referenced above, in the amount of ___N/A___ percent of the computed cost.

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

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

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

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

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECURITY REQUIREMENTS

- a. The Contractor shall comply with all Activity security requirements. Upon request, the Contractor shall submit the name and address of each employee performing work on this contract and shall have the employees fill out questionnaires and other forms for security.
- b. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the Activity which could result in or increase the likelihood of the possibility of a breach of the Activity's security or interrupt the continuity of its operations.
- c. Disclosure of information to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents, or employees to criminal liability under 18 U.S.C., Sections 793 and 798.
- d. **All** inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the activity Commander.
- e. Deviations from, or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law, subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

ACCESS TO BUILDINGS

- a. It shall be the Contractor's responsibility, through the FEAD, to obtain access to buildings and facilities and arrange for them to be opened and closed.
- b. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday.
- c. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his employees. If the FEAD decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the OIC has reasonable cause to believe that the combination has been compromised by Contractor employees.

CONTRACTOR EMPLOYEES

- a. The Contractor shall provide to the Contracting Officer the name(s) of responsible supervisory person(s) authorized to act for the Contractor.
- b. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.
- c. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.
- d. The Contractor shall remove from the site any individual whose continued employment is deemed by the OIC to be contrary to the public interest or inconsistent with the best interests of National Security.
- e. No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or, if an alien, his residence within the United States is legal. No employee will be admitted to the CIA unless he is a citizen of the United States.

INSURANCE

- a. The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:
 - (1) Comprehensive General Liability: \$500,000 per occurrence.

- (2) Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
- (3) Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.
- (4) Employer's liability coverage: \$100,000 except in states where workers' compensation may not be written by private carriers.
- (5) Other as required by state law.

b. Prior to commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. All certificates of insurance shall contain the following:

"Should any of the above described policies be cancelled or materially altered before the expiration date there of the issuing company will mail 30 days written notice to the certificate holder named."

c. The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND CONTRACTOR'S EMPLOYEE PROPERTY

The Contractor is responsible for taking that action necessary to protect his or the Government's supplies, materials, and equipment and the personal property of his employees from fire, loss, damage, or theft.

EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

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

NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS)

“Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis.” Further information regarding NCACS can be found:

<http://www.cnic.navy.mil/cnrma/RegionOperationsandServices/OperationsandManagement/ContractorVerificationSystem/index.htm>

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
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.204-7 Alt I	System for Award Management-- Alternate I	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
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
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-14	Limitations On Subcontracting	NOV 2011
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
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-1	Biobased Product Certification	MAY 2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997

52.223-4	Recovered Material Certification	MAY 2008
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
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
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
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	OCT 2010
52.245-1	Government Property	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
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7011	Notification to Delay Performance	JUN 1998
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
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7004	Indefinite Quantities - Fixed Charges	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a INDEFINITE /DELIVERY INDEFINITE /QUANTITY (IDIQ) SERVICES 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 **THE DATE OF AWARD** through **COMPLETION OF THE CONTRACT**.

(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

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$ 2,500.00 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$ 80,000.00;

(2) Any order for a combination of items in excess of \$ 150,000.00 or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TWO (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

destinations or performance at multiple locations.

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

(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 **thirty (30)** days.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) 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.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

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

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications

section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code **562910 ENVIRONMENTAL REMEDIATION SERVICES**- assigned to contract number **N40085-15-D-7510**.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

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
NAVFAC, MID-ATLANTIC, PWD PA
4921 South Broad St
Bldg. 1, 2ND Floor
Philadelphia, PA 19112

(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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov>
<http://acq/navfac.navy.mil>

(End of clause)

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 DEPT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from DATE OF CONTRACT AWARD through COMPLETION OF THE CONTRACT.

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

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

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

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

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

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

(End of clause)

5252.201-9300 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.

5252.216-9300 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.

5252.216-9302 INDEFINITE QUANTITY (JUN 1994)

This is an indefinite-quantity contract for the services specified, and effective for the period stated previously.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to an including the "maximum" fee total designated previously.

There is no limit on the number of orders that may be issued subject only to the maximum annual value of the contract.

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.

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

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

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

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

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

(End of clause)

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

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

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

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

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

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:

XX__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.

XX__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 **FIVE (5) Calendar days of contract or task order award**, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

SECTION J
DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
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<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
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J-1800000-02	REFERENCES AND TECHNICAL DOCUMENTS
J-1800000-03	INVOICING PROCEDURES
J-1800000-04	WAGE DETERMINATIONS
J-1800000-05	FORMS
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J-1800000-14	RADON MITIGATION

ATTACHMENT J-1800000-01
DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.
Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Direct Material Costs	The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.
Environmental Permits	The facility environmental permits and EPA ID numbers shall be obtained and held by the Environmental Division, NAVFAC MID-LANT, Building 1, 2 nd Floor; 4921 South Broad Street, Philadelphia, PA 19112. ATTN: Chris Harding.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.
Hazardous Material (HM)	Any material designated by the Department of Transportation (DOT) as posing a potential threat while being transported. Hazardous materials are listed in 49 CFR Part 172.
Hazardous Waste (HW)	Any discarded solid waste (liquid, semi-solid, solid, or gaseous) that meets the definition of a hazardous waste by USEPA, state authorities, or the Navy. In accordance with RCRA, a solid waste is a listed hazardous waste if it is specifically listed, or it is a characteristic hazardous waste if it exhibits the characteristics of ignitability, corrosivity, reactivity, or toxicity. Discarded HM/HWORW in this contract is all waste that may be turned in to the Environmental Services contractor, including RCRA hazardous waste, state regulated waste, Universal Waste; Toxic Substance Control Act (TSCA) regulated waste, and non-hazardous waste.

ATTACHMENT J-1800000-01
DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
Hazardous Waste Management Plan	In accordance with OPNAVINST 5090.1C, every Navy shore activity that generates HW shall develop and use a HW Management Plan or a HW management component in its P2 Plan and EMS. A HW Management Plan shall: <ul style="list-style-type: none"> – Identify applicable federal, state, and local regulations pertaining to the generation and management of HW. – Identify training requirements and describe procedures for obtaining training and maintaining training records. – Assign responsibilities for the generation, designation, handling, storage, treatment, disposal, and all documentation. – Describe all HW generation and management procedures. – Include or reference the HW minimization plan and goals. – Include or reference contingency plans and emergency response procedures. The plan shall be kept up to date to include changes in HW generation and management procedures, as well as changes in applicable federal, state, and local HW regulations. The plan shall include or reference minimization procedures sufficient to achieve DOD minimization goals. Tenant activities may be covered by the host CO's HW Management Plan.
HW Manifest	A HW manifest as defined in 40 CFR 260 is required for the transport of hazardous waste. The installation commanding officer (ICO) or the ICO's designated representative shall retain signature authority for HW manifests.
Installation Environmental Program Manager (IEPM)	The Government function on the Installation that has the authority to implement the Navy's environmental policies and decision-making regarding environmental compliance issues as well as environmental operational issues. NAVFAC MID-LANT Environmental Division, Building 1, 2 nd Floor, 4921 S. Broad Street, Philadelphia, PA 19112. Attn: Mr. Chris Harding. The IEPM is the primary liaison for all federal, state, and local regulatory agencies and government officials, and the point of contact for all inquiries from outside the installation (e.g., public or news media inquiries) unless otherwise specified in writing.
Less-than-90-day Accumulation Areas or Storage Facilities	Accumulation areas that are not RCRA permitted hazardous waste storage facilities but can serve as temporary accumulation areas for hazardous waste subject to a 90-day time limit in accordance with 40 CFR 262 or state equivalent regulations.
Maintenance And Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
Memorandums of Agreement/Understanding	The installation commanding officer or his designated representative shall retain signature authority for all MOAs and MOUs.
Monthly On-Site Labor Report	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.
Other Regulated Waste (ORW)	Wastes that are not hazardous under federal RCRA regulations, but may be regulated by other federal programs (e.g., TSCA, OSHA, CERCLA, DOT) or state agency.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	That individual designated by the KO to be responsible for the monitoring of Contractor performance.
Pre-Expended Bin	The minor materials and supplies that are incidental to the job, for which the total

ATTACHMENT J-1800000-01
DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
Materials And Supplies	direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Quality Control (QC)	A method used by the Contractor to control the quality of goods and services produced.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.
Sampling Plan	Plan and procedures to conduct sampling, field testing and laboratory analysis for a defined testing objective.
Satellite Accumulation Areas	Temporary hazardous waste accumulation areas that have a maximum capacity limit of 55 gallons per area in accordance with 40 CFR 262 or state equivalent regulations.
Spill Prevention Control and Countermeasure (SPCC) Plan	Plan and procedures for the installation to exercise oil spill prevention measures and to provide effective countermeasures in the event of oil spill ashore. This may include field testing and inspection services to maintain compliance.
Treatment, Storage and Disposal Facility (TSDF)	Facilities that are permitted by RCRA regulations to provide treatment, storage and disposal services for hazardous wastes.
Unit Priced Labor (UPL) Hour	The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit price includes all indirect and direct costs associated with performing work. The price includes the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; costs for pre-expended bin materials, union agreements, crew sizes, hand tools, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, and profit. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included.
ACO	Administrative Contracting Officer
BUMEDINST	Bureau of Medicine and Surgery Instruction
CDR	Contract Discrepancy Report
CFR	Code of Federal Regulations
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization and Marketing Office
EPA	Environmental Protection Agency
FFP	Firm Fixed Price

ATTACHMENT J-1800000-01
DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
FISC	Fleet Industrial Supply Center
FSC	Facility Support Contract
HAZMART	A centralized repository for the control of all hazardous materials that will order, receive, distribute, store, dispose of and track all hazardous materials used in Installation operations.
HMTID	Hazardous Material Turned in for Disposal
HMTIS	Hazardous Material Turned in for Storage
IDIQ	Indefinite Delivery Indefinite Quantity
KO	Contracting Officer
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NAVSEA	Naval Sea Systems Command
NELAP	National Environmental Laboratory Accreditation Program
NEPA	National Environmental Policy Act
NON	Notices of Noncompliance
NOV	Notices of Violation
OHS	Oil and Hazardous Substances
OPNAVINST	Chief of Naval Operations Instruction
P2ADS	Pollution Prevention Annual Disposal Summary
PM	Project Manager
POC	Point of Contact
PRCSP	Permit Required Confined Space Program
QA/QC	Quality Assurance and Quality Control
RCRA	Resource Conservation and Recovery Act
SC	Security Clearances
SPCC	Spill Prevention Control and Countermeasures
TE	Technical Exhibit
TSDF	Treatment Storage and Disposal Facilities
VIQ	Variation in Quantity

ATTACHMENT J-1800000-02
REFERENCES AND TECHNICAL DOCUMENTS

<u>References</u>	<u>Titles</u>
OPNAVINST 5090.1	Environmental and Natural Resources Program Manual
NAVSEA T0300-AZ-PRO-010	Navy Environmental Compliance Sampling & Field Testing Procedures Manual
DoD Instruction 4715.4	Pollution Prevention
EPA SW-846	Test Methods for Evaluating Solid Waste, Physical/Chemical Methods
EPA PB83-124503	Handbook for Sampling and Sample Preservation of Water and Wastewater
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
UFGS 02 82 16.00 20	Engineering Control of Asbestos Containing Materials
UFGS 02 82 33.13 20	Removal/Control and Disposal of Paint With Lead
UFGS 02 85 00.00 20	Mold Remediation
2700-FM-AQ0021 Pennsylvania EPA Instructions	Commonwealth of Pennsylvania Asbestos Abatement and Demolition/Renovation Notification Form
40 CFR 1910.134 Respiratory Protection	40 CFR 1910.134 Respiratory Protection

ATTACHMENT J-1800000-03 <u>INVOICING PROCEDURES</u>
SEE DFARS Clause 252.232-7006 Wide Area Workflow Payment Instructions

ATTACHMENT J-1800000-04 <u>WAGE DETERMINATIONS</u>
SEE SERVICE CONTRACT ACT WAGE DETERMINATION

ATTACHMENT J-1800000-05
FORMS

FORM NAME	USE OF FORM
Service Repair Order	Service Repair Order used to describe requested IDIQ work
OSHA Form 300	Log of Work Related Injuries & Illnesses OSHA forms are available on the Internet under " www.osha.gov ".
OSHA Form 300A	Summary of Work Related Injuries & Illnesses OSHA forms are available on the Internet under " www.osha.gov ".
OSHA Form 301	Injuries and Illnesses Incident Report OSHA forms are available on the Internet under " www.osha.gov ".
Contractor Significant Incident Report (CSIR)	Initial, Follow-Up and Final Reports for Recordable Injuries and Illnesses and Property Damage Accidents Resulting in at Least \$2,000 in Damages. Use internet search engine and type in "NAVFAC Safety Shack" for access to web site and forms.

<u>Service Repair Order</u>				
Date:		Page 1 of 1		
Contract:		Contract No. N40085- - -		
Location:		D.O.# Cost Code:		
Job Title:		Job Order No.		
Originator Code:		Customer Request No.		
Neg. Start:	Completion Date:		Prepared By:	
Actual Start:	Completion Date:			
Qty.	Unit	Description	L. / I.	Amount
Scope of Work				
<i>The Contractor Shall provide all Labor, Material, Equipment, and Supervision to accomplish the following:</i>				
Work Negotiated:		Work Approved:		
Work Authorized:		Contracting Firm:		
Work Insp. & Accept:		Work Accepted:		
		Total:		

ATTACHMENT J-1800000-06 <u>EXHIBIT LINE ITEM NUMBERS</u>
See File J-1800000-06 15-7510 ELINS.XLS

ATTACHMENT J-1800000-07 <u>PNBC SITE MAP</u>
See File J-1800000-07 PNBC SITE MAP.PDF

ATTACHMENT J-1800000-08 <u>NSA-P SITE MAP</u>
See File J-1800000-08 NSA-P SITE MAP.PDF

ATTACHMENT J-1800000-09 <u>ENGINEERING CONTROL OF ASBESTOS CONTAINING MATERIALS</u>
See File J-1800000-09 ENGINEERING CONTROL OF ASBESTOS CONTAINING MATERIALS.PDF

ATTACHMENT J-1800000-10 <u>REMOVAL/CONTROL AND DISPOSAL OF PAINT WITH LEAD</u>
See File J-1800000-10 REMOVAL/CONTROL AND DISPOSAL OF PAINT WITH LEAD.PDF

<p>ATTACHMENT J-1800000-11 <u>MOLD REMEDIATION</u></p>
<p>See File J-1800000-11 MOLD REMEDIATION.PDF</p>

<p>ATTACHMENT J-1800000-12 <u>PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ASBESTOS ABATEMENT AND DEMOLITION/RENOVATION NOTIFICATION FORM</u></p>
<p>See File J-1800000-12 PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ASBESTOS ABATEMENT AND DEMOLITION/RENOVATION NOTIFICATION FORM. DOC</p>

<p>ATTACHMENT J-1800000-13 <u>SUPPLEMENTARY INSTUCTIONS FOR ELINs TO OFFERORS</u></p>
<p>See File J-1800000-13.SUPPLEMENTARY INST FOR ELINS DOC</p>

<p>ATTACHMENT J-1800000-14 <u>RADON MITIGATION</u></p>
<p>See File J-1800000-14. RADON MITIGATION DOC</p>

WAGE DETERMINATION

J-1800000-04 SERVICE CONTRACT ACT WAGE DETERMINATION

WD 05-2449 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

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

| Wage Determination No.: 2005-2449
Diane C. Koplewski | Division of | Revision No.: 15
Director | Wage Determinations | Date Of Revision: 12/22/2014

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

States: New Jersey, Pennsylvania

Area: New Jersey Counties of Burlington, Camden, Gloucester
 Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.53	
01012 - Accounting Clerk II	16.31	
01013 - Accounting Clerk III	18.24	
01020 - Administrative Assistant	27.42	
01040 - Court Reporter	21.74	
01051 - Data Entry Operator I	14.22	
01052 - Data Entry Operator II	15.51	
01060 - Dispatcher, Motor Vehicle	17.92	
01070 - Document Preparation Clerk	13.66	
01090 - Duplicating Machine Operator	13.66	
01111 - General Clerk I	13.45	
01112 - General Clerk II	14.68	
01113 - General Clerk III	16.48	
01120 - Housing Referral Assistant	24.11	
01141 - Messenger Courier	12.91	
01191 - Order Clerk I	14.81	
01192 - Order Clerk II	15.68	
01261 - Personnel Assistant (Employment) I	16.56	
01262 - Personnel Assistant (Employment) II	18.52	
01263 - Personnel Assistant (Employment) III	20.64	
01270 - Production Control Clerk	22.74	
01280 - Receptionist	14.72	
01290 - Rental Clerk	16.83	
01300 - Scheduler, Maintenance	17.52	
01311 - Secretary I	19.12	
01312 - Secretary II	21.84	
01313 - Secretary III	24.11	
01320 - Service Order Dispatcher	16.76	
01410 - Supply Technician	27.02	
01420 - Survey Worker	17.92	
01531 - Travel Clerk I	13.42	
01532 - Travel Clerk II	14.10	
01533 - Travel Clerk III	15.03	
01611 - Word Processor I	15.91	

01612 - Word Processor II	17.86
01613 - Word Processor III	19.98
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	22.03
05040 - Automotive Glass Installer	20.34
05070 - Automotive Worker	21.11
05110 - Mobile Equipment Servicer	19.63
05130 - Motor Equipment Metal Mechanic	22.81
05160 - Motor Equipment Metal Worker	21.22
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	18.71
05250 - Motor Vehicle Upholstery Worker	20.54
05280 - Motor Vehicle Wrecker	21.22
05310 - Painter, Automotive	22.14
05340 - Radiator Repair Specialist	21.22
05370 - Tire Repairer	14.89
05400 - Transmission Repair Specialist	23.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.05
07041 - Cook I	12.99
07042 - Cook II	13.84
07070 - Dishwasher	9.76
07130 - Food Service Worker	11.55
07210 - Meat Cutter	17.30
07260 - Waiter/Waitress	10.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.40
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.85
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer, Minor	21.21
09130 - Upholsterer	19.41
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.81
11060 - Elevator Operator	12.33
11090 - Gardener	16.09
11122 - Housekeeping Aide	12.81
11150 - Janitor	12.81
11210 - Laborer, Grounds Maintenance	13.67
11240 - Maid or Houseman	11.29
11260 - Pruner	12.83
11270 - Tractor Operator	15.33
11330 - Trail Maintenance Worker	13.76
11360 - Window Cleaner	13.61
12000 - Health Occupations	
12010 - Ambulance Driver	17.48
12011 - Breath Alcohol Technician	20.44
12012 - Certified Occupational Therapist Assistant	22.91
12015 - Certified Physical Therapist Assistant	22.60
12020 - Dental Assistant	18.36
12025 - Dental Hygienist	32.95
12030 - EKG Technician	30.31
12035 - Electroneurodiagnostic Technologist	30.31

12040 - Emergency Medical Technician	17.48
12071 - Licensed Practical Nurse I	20.15
12072 - Licensed Practical Nurse II	22.05
12073 - Licensed Practical Nurse III	24.57
12100 - Medical Assistant	14.97
12130 - Medical Laboratory Technician	21.17
12160 - Medical Record Clerk	15.47
12190 - Medical Record Technician	17.00
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	34.99
12221 - Nursing Assistant I	10.52
12222 - Nursing Assistant II	11.83
12223 - Nursing Assistant III	12.91
12224 - Nursing Assistant IV	14.49
12235 - Optical Dispenser	21.62
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	15.13
12280 - Phlebotomist	14.49
12305 - Radiologic Technologist	28.02
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	32.76
12313 - Registered Nurse II, Specialist	32.76
12314 - Registered Nurse III	39.32
12315 - Registered Nurse III, Anesthetist	39.32
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.74
13012 - Exhibits Specialist II	28.77
13013 - Exhibits Specialist III	35.16
13041 - Illustrator I	22.94
13042 - Illustrator II	30.61
13043 - Illustrator III	37.43
13047 - Librarian	31.00
13050 - Library Aide/Clerk	16.83
13054 - Library Information Technology Systems Administrator	27.98
13058 - Library Technician	17.62
13061 - Media Specialist I	18.35
13062 - Media Specialist II	20.52
13063 - Media Specialist III	22.88
13071 - Photographer I	17.96
13072 - Photographer II	19.97
13073 - Photographer III	25.04
13074 - Photographer IV	30.62
13075 - Photographer V	37.06
13110 - Video Teleconference Technician	22.29
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.50
14042 - Computer Operator II	20.70
14043 - Computer Operator III	23.06
14044 - Computer Operator IV	25.64
14045 - Computer Operator V	28.39
14071 - Computer Programmer I	(see 1)

14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.50
14160 - Personal Computer Support Technician		25.64
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.14
15020 - Aircrew Training Devices Instructor (Rated)		40.11
15030 - Air Crew Training Devices Instructor (Pilot)		48.06
15050 - Computer Based Training Specialist / Instructor		33.14
15060 - Educational Technologist	30.33	
15070 - Flight Instructor (Pilot)	48.06	
15080 - Graphic Artist	24.99	
15090 - Technical Instructor	24.41	
15095 - Technical Instructor/Course Developer		29.85
15110 - Test Proctor	19.71	
15120 - Tutor	19.71	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.77	
16030 - Counter Attendant	9.77	
16040 - Dry Cleaner	12.76	
16070 - Finisher, Flatwork, Machine	9.77	
16090 - Presser, Hand	9.77	
16110 - Presser, Machine, Drycleaning	9.77	
16130 - Presser, Machine, Shirts	9.77	
16160 - Presser, Machine, Wearing Apparel, Laundry		9.77
16190 - Sewing Machine Operator	13.65	
16220 - Tailor	14.52	
16250 - Washer, Machine	10.80	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.24
19040 - Tool And Die Maker	24.23	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	19.21	
21030 - Material Coordinator	20.91	
21040 - Material Expediter	20.91	
21050 - Material Handling Laborer	13.92	
21071 - Order Filler	13.88	
21080 - Production Line Worker (Food Processing)		19.21
21110 - Shipping Packer	16.45	
21130 - Shipping/Receiving Clerk	16.45	
21140 - Store Worker I	16.93	
21150 - Stock Clerk	19.11	
21210 - Tools And Parts Attendant	19.21	
21410 - Warehouse Specialist	19.21	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.75
23021 - Aircraft Mechanic I	25.74	
23022 - Aircraft Mechanic II	26.75	
23023 - Aircraft Mechanic III	28.12	
23040 - Aircraft Mechanic Helper	20.97	

23050 - Aircraft, Painter	21.66
23060 - Aircraft Servicer	22.92
23080 - Aircraft Worker	23.95
23110 - Appliance Mechanic	21.01
23120 - Bicycle Repairer	15.11
23125 - Cable Splicer	34.08
23130 - Carpenter, Maintenance	24.40
23140 - Carpet Layer	22.57
23160 - Electrician, Maintenance	29.02
23181 - Electronics Technician Maintenance I	25.72
23182 - Electronics Technician Maintenance II	27.03
23183 - Electronics Technician Maintenance III	27.92
23260 - Fabric Worker	21.87
23290 - Fire Alarm System Mechanic	23.71
23310 - Fire Extinguisher Repairer	22.72
23311 - Fuel Distribution System Mechanic	26.86
23312 - Fuel Distribution System Operator	23.17
23370 - General Maintenance Worker	21.37
23380 - Ground Support Equipment Mechanic	25.74
23381 - Ground Support Equipment Servicer	22.92
23382 - Ground Support Equipment Worker	23.95
23391 - Gunsmith I	22.07
23392 - Gunsmith II	23.77
23393 - Gunsmith III	25.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.17
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.15
23430 - Heavy Equipment Mechanic	24.33
23440 - Heavy Equipment Operator	27.08
23460 - Instrument Mechanic	25.03
23465 - Laboratory/Shelter Mechanic	24.64
23470 - Laborer	15.83
23510 - Locksmith	23.29
23530 - Machinery Maintenance Mechanic	24.32
23550 - Machinist, Maintenance	21.24
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	25.03
23592 - Metrology Technician II	26.01
23593 - Metrology Technician III	26.83
23640 - Millwright	25.21
23710 - Office Appliance Repairer	23.06
23760 - Painter, Maintenance	21.97
23790 - Pipefitter, Maintenance	30.24
23810 - Plumber, Maintenance	26.56
23820 - Pneudraulic Systems Mechanic	25.51
23850 - Rigger	25.51
23870 - Scale Mechanic	23.77
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	18.79
23931 - Telecommunications Mechanic I	25.91
23932 - Telecommunications Mechanic II	26.92
23950 - Telephone Lineman	28.29
23960 - Welder, Combination, Maintenance	20.91

23965 - Well Driller	23.53	
23970 - Woodcraft Worker	25.51	
23980 - Woodworker	19.14	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	12.00	
24580 - Child Care Center Clerk	14.96	
24610 - Chore Aide	11.62	
24620 - Family Readiness And Support Services Coordinator		14.06
24630 - Homemaker	14.79	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.73	
25040 - Sewage Plant Operator	22.47	
25070 - Stationary Engineer	22.73	
25190 - Ventilation Equipment Tender	18.74	
25210 - Water Treatment Plant Operator	22.47	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	20.30	
27007 - Baggage Inspector	13.48	
27008 - Corrections Officer	24.29	
27010 - Court Security Officer	27.70	
27030 - Detection Dog Handler	18.81	
27040 - Detention Officer	24.29	
27070 - Firefighter	27.25	
27101 - Guard I	13.48	
27102 - Guard II	18.81	
27131 - Police Officer I	28.28	
27132 - Police Officer II	31.43	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	11.46	
28042 - Carnival Equipment Repairer	12.02	
28043 - Carnival Equipment Worker	9.59	
28210 - Gate Attendant/Gate Tender	16.04	
28310 - Lifeguard	12.78	
28350 - Park Attendant (Aide)	17.94	
28510 - Recreation Aide/Health Facility Attendant		11.54
28515 - Recreation Specialist	22.22	
28630 - Sports Official	14.29	
28690 - Swimming Pool Operator	17.23	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	24.30	
29020 - Hatch Tender	24.30	
29030 - Line Handler	24.30	
29041 - Stevedore I	23.38	
29042 - Stevedore II	25.20	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		38.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		26.31
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		28.98
30021 - Archeological Technician I	20.33	
30022 - Archeological Technician II	22.75	
30023 - Archeological Technician III	28.18	
30030 - Cartographic Technician	28.27	
30040 - Civil Engineering Technician	26.15	

30061 - Drafter/CAD Operator I	20.33	
30062 - Drafter/CAD Operator II	22.75	
30063 - Drafter/CAD Operator III	25.36	
30064 - Drafter/CAD Operator IV	31.21	
30081 - Engineering Technician I	18.23	
30082 - Engineering Technician II	20.47	
30083 - Engineering Technician III	23.23	
30084 - Engineering Technician IV	28.83	
30085 - Engineering Technician V	35.18	
30086 - Engineering Technician VI	42.58	
30090 - Environmental Technician	21.49	
30210 - Laboratory Technician	25.35	
30240 - Mathematical Technician	28.18	
30361 - Paralegal/Legal Assistant I	19.08	
30362 - Paralegal/Legal Assistant II	23.64	
30363 - Paralegal/Legal Assistant III	28.92	
30364 - Paralegal/Legal Assistant IV	34.64	
30390 - Photo-Optics Technician	28.18	
30461 - Technical Writer I	21.76	
30462 - Technical Writer II	26.62	
30463 - Technical Writer III	34.22	
30491 - Unexploded Ordnance (UXO) Technician I		24.25
30492 - Unexploded Ordnance (UXO) Technician II		29.35
30493 - Unexploded Ordnance (UXO) Technician III		35.17
30494 - Unexploded (UXO) Safety Escort		24.25
30495 - Unexploded (UXO) Sweep Personnel		24.25
30620 - Weather Observer, Combined Upper Air Or	(see 3)	25.36
Surface Programs		
30621 - Weather Observer, Senior	(see 3)	28.18
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	15.22	
31030 - Bus Driver	19.16	
31043 - Driver Courier	18.13	
31260 - Parking and Lot Attendant	10.54	
31290 - Shuttle Bus Driver	19.00	
31310 - Taxi Driver	12.01	
31361 - Truckdriver, Light	19.00	
31362 - Truckdriver, Medium	19.28	
31363 - Truckdriver, Heavy	19.99	
31364 - Truckdriver, Tractor-Trailer	19.99	
99000 - Miscellaneous Occupations		
99030 - Cashier	11.80	
99050 - Desk Clerk	12.64	
99095 - Embalmer	33.77	
99251 - Laboratory Animal Caretaker I		11.48
99252 - Laboratory Animal Caretaker II		12.25
99310 - Mortician	34.20	
99410 - Pest Controller	17.02	
99510 - Photofinishing Worker	14.65	
99710 - Recycling Laborer	18.72	
99711 - Recycling Specialist	21.14	
99730 - Refuse Collector	17.57	
99810 - Sales Clerk	12.43	
99820 - School Crossing Guard	11.48	

99830 - Survey Party Chief	20.60
99831 - Surveying Aide	12.23
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.45
99841 - Vending Machine Repairer	16.98
99842 - Vending Machine Repairer Helper	14.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7997 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - DoD Appropriations	JAN 2013

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of Provision)

52.204-3 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)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **562910 – ENVIRONMENTAL REMEDIATION SERVICES.**

(2) The small business size standard is - **500 EMPLOYEES.**

(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)

52.209-5 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is – **562910 – ENVIRONMENTAL REMEDIATION SERVICES.**

(2) The small business size standard is - **500 EMPLOYEES**

(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)

52.222-38 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)

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.]

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

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

XX (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)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

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

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS**A. BASIS FOR AWARD**

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

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

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

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

5. The number of proposals to be evaluated for technical acceptability may be limited to the three lowest priced offers at the discretion of the contracting officer. If the number of proposals to be evaluated is limited, technical proposals shall be provided to the evaluator(s) without any identification of prices or any rank order of prices. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable proposal. If the contracting officer later determines that discussions are necessary, the procedures in FAR 15.306 shall be followed.

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under factors 1, 2, 3, and 4 in order to be considered technically acceptable overall.

B. EVALUATION FACTORS FOR AWARD

1. This solicitation requires the evaluation of price and the following non-price factors, which will be assigned adjectival ratings following evaluation of the submitted proposal information:

- Factor 1: Corporate Experience
- Factor 2: Past Performance
- Factor 3: Technical Capability
- Factor 4: Safety

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

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under factors 1, 2, 3, and 4 in order to be considered technically acceptable overall.

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

(a) Price:

(1) Solicitation Submittal Requirements:

(i) Complete blocks 12, 14, 15, 16, 17, and 18 of the RFP SF33. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP schedule. These sections constitute the model contract. No part of the technical proposal should be a part of this submission.

(ii) Insert total proposed price for CLIN 0001 through CLIN 0005, including pricing for ELIN's A700 – A729, B700 – B729, C700 – C729, D700 – D729, and E700 – E729. Total price consists of the basic requirements and all option periods. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s).

(iii) Submit an original and one copy of the price proposal with Reqs and Certifications (SAM) and bid bond letter in a separate three ring binder. The price proposal shall be submitted at the same time as the technical proposal.

(iv) All Offerors shall register in the System for Award Management (SAM) or be migrated into SAM from the Central Contractor Registration (CCR) database in order to be eligible for award. SAM means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes.

(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. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

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

Proposals will be evaluated for completeness and reasonableness as follows:

(1) Completeness. All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an "all or none" basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined unacceptable.

(2) Reasonableness. Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced between fixed-price items.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

(b) Non-price related factors:

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

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information:

Submit a minimum of two (2) and a maximum of five (5) projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For this solicitation, a relevant project is further defined as one that contains all of the following features: Environmental Abatement Services and Testing; projects priced over \$250,000; projects have been completed within the past five years.

Projects submitted for the Offeror shall be completed within the past five (5) years of the date of issuance of this RFP. Projects beyond the 5 years will not be considered.

A project is defined as a project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

The offeror shall complete the NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0), which is provided as Attachment C. Corporate experience will be evaluated based on the information provided on the first page of the Questionnaire. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for the questionnaire shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e., unique features, area, construction methods).

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity or the Joint Venture partners. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract in order for the past performance information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member that will be located at the worksites and company offices in the city/area of the project. The proposal shall also describe specific roles of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in performance of the contract. Any projects submitted in excess of the five (5) will not be considered.

Subcontractor experience will not be considered.

- (i) Basis of Evaluation: The requirement for acceptability will be based upon the projects submitted by the Offeror in its proposal, the Offeror must have at least two (2) projects that are similar in size, scope, and complexity to the RFP for Environmental Abatement Services.

Proposals that fail to provide required and complete information will be rated UNACCEPTABLE.

- (2) **Factor 2 - Past Performance:**

(i) Solicitation Submittal Requirements:

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

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment C), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Ms. Patricia Seylar via email at Patricia.Seylar@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

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

Performance award or additional information submitted will not be considered.

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

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

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

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

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

(3) Factor 3 - Technical Capability:**(i) Solicitation Submittal Requirements:**

Offerors shall submit a narrative or other information requested herein to provide information relevant to their technical ability to perform as required by the solicitation. The offeror's ability to meet the technical capability performance/qualification requirements will be assessed as follows:

- a) Describe your Quality Control Process for ensuring regulatory compliance when handling Hazardous Material and Hazardous Waste. Reference Spec Item 4.
- b) Submit proof of all current licenses and certifications for all Environmental Services listed in the attached IDIQ ELINS. Reference Spec Item 4.
- c) Describe how you will ensure laboratories selected for analytical services are capable of meeting detection limits. Reference Spec Item 4.1.3

(ii) Basis of Evaluation

The Government will evaluate the narrative considering the extent the Offeror demonstrates the ability to perform the requirements of the solicitation. This factor will be rated on an Acceptable or Unacceptable basis. Proposals that do not address each individual topic for Technical Capability by providing required and complete information will be rated Unacceptable.

(4) Factor 4 - 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 (**2012, 2013, 2014**) submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. 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 (**2012, 2013, 2014**), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. 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. **NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

(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.

NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.

All information outlined above in (1), (2) and (3) MUST be provided or the proposal will be considered UNACCEPTABLE. If information is not available in the submitted narratives, provide a reason for missing required information.

II. ATTACHMENTS

Attachment C – Past Performance Questionnaire

ATTACHMENT C

1. The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).

2. Solicitation Submittal Requirements:

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

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment C), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Ms. Patricia Seylar via email at Patricia.Seylar@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

The current NAVFAC Form PPQ-0 dated 7 December 2011 is available at

http://www.aed.usace.army.mil/contracting/12-r-0006/ppq_0_form.doc

ATTACHMENT C				
NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)				
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)				
1. Contractor Information				
Firm Name:				CAGE Code:
Address:				DUNs Number:
Phone Number:				
Email Address:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Point of Contact:	Contact Phone Number:			
2. Work Performed as:				
	Prime Contractor	Sub Contractor	Joint Venture	Other (Explain)
Percent of project work performed:				
If subcontractor, who was the prime (Name/Phone #):				
3. Contract Information				
Contract Number:	<input type="checkbox"/>			<input type="checkbox"/>
Delivery/Task Order Number (if applicable):				
Contract Type:	Firm Fixed Price	Cost Reimbursement	Other (Please specify):	
Contract Title:				
Contract Location:				
Award Date (mm/dd/yy):				
Contract Completion Date (mm/dd/yy):				
Actual Completion Date (mm/dd/yy):				
Explain Differences:				
Original Contract Price (Award Amount):				
Final Contract Price (to include all modifications, if applicable):				
Explain Differences:				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4. Project Description:				
Complexity of Work	High	Med	Routine	
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)				
CLIENT INFORMATION (Client to complete Blocks 5-8)				
5. Client Information				
Name:				
Title:				
Phone Number:				
Email Address:				
6. Describe the client's role in the project:				
7. Date Questionnaire was completed (mm/dd/yy):				
8. Client's Signature:				

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

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

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

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

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

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

Contractor Information (Firm Name): _____

Client Information (Name): _____

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

Please provide responses to the questions above (if applicable) and/or additional remarks.

Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk.

(please attach additional pages if necessary):

Any additional comments related to the contractor's performance:
