

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 78		
2. CONTRACT NO.		3. SOLICITATION NO. N40085-15-R-7627	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 07 Jul 2015	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVFAC MID ATLANTIC PWD PHILADELPHIA 4921 S. BROAD STREET BLDG 1, 2ND FLOOR PHILADELPHIA PA 19112		CODE N40085	8. ADDRESS OFFER TO See Item 7		(If other than Item7)	CODE	TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME SHANNON MACK		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-3495		C. E-MAIL ADDRESS shannon.mack@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	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
		<input type="checkbox"/>						
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)		ITEM	
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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base-Inspection and Certification FFP Perform Safety Inspections and Certifications on 38 High and Low Pressure Steam, Hot Water Boilers and 31 Unfired Pressure Vessels. FOB: Destination	1	Each		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Option 1 -Inspection and Certification FFP Perform Safety Inspections and Certifications on 38 High and Low Pressure Steam, Hot Water Boilers and 31 Unfired Pressure Vessels. FOB: Destination	1	Each		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Option 2- Inspection and Certification FFP Perform Safety Inspections and Certifications on 38 High and Low Pressure Steam, Hot Water Boilers and 31 Unfired Pressure Vessels. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Option 3-Inspection and Certification FFP Perform Safety Inspections and Certifications on 38 High and Low Pressure Steam, Hot Water Boilers and 31 Unfired Pressure Vessels. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Option 4- Inspection and Certification FFP Perform Safety Inspections and Certifications on 38 High and Low Pressure Steam, Hot Water Boilers and 31 Unfired Pressure Vessels. FOB: Destination	1	Each		

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Section C - Descriptions and Specifications

SOW**REFERENCE NUMBER: BZFKCV****CONTRACT NUMBER: N40085-15M-7627****SPECIFICATIONS AND CONDITIONS****SECTION 1: GENERAL**

1.1 GENERAL DESCRIPTION: Perform Safety Inspections and Certifications on 38 High and Low Pressure Steam, Hot Water Boilers and 31 Unfired Pressure Vessels.

1.2 LOCATION: NSA, Mechanicsburg PA, throughout installation (see Attachment 3). A representative of the Officer in Charge, NAVFAC Contracts, will indicate the exact location.

1.3 TIME OF COMPLETION: Specific Inspection/ certification shall be requested by task order and shall be completed within 60 days of task order award. Term of contract shall be one year from date of award.

1.4 GOVERNMENT POINT OF CONTACT: The Government Quality Assurance Representative, Darren Valentine (Darren.e.valentine@navy.mil 717-605-8085), who is a representative of the Officer in Charge, NAVFAC Contracts, will be the Government's representative. All scheduling and coordination will be through the Quality Assurance Representative.

1.5 PAYMENT: Will be made in one lump sum after completion and acceptance of the work by the Government Quality Assurance Inspector.

1.6 GOVERNMENT FURNISHED MATERIALS/UTILITIES: Information concerning the location of existing electrical and mechanical utilities may be obtained from the Contracting Officer. Utilities specified above will be furnished at no cost to the Contractor. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his/her expense, arrange for the required utilities.

1.6.1 Contractor shall work with Public Works personnel (electricians) to verify any electrical circuits which may need to be De-Energized, and that Lockout-Tag out procedures are adhered too if required.

1.7 PROSECUTION OF WORK: Work shall be performed Monday thru Friday during normal duty hours. Work shall be performed during normal duty hours from 0600-1800 Monday through Friday. No work shall be performed during non-duty hours or on Government holidays unless authorized by the Officer in Charge, NAVFAC Contracts.

1.8 CONTRACTOR'S PRODUCTION REPORT: The Contractor is required to submit a "Contractor Production Report" (see Attachment 5) on the form furnished by the Quality Assurance Representative for this purpose. The form shall be completed daily and be provided to the Quality Assurance Representative, or delivered to the Office of NAVFAC Contracts, by 10:00 AM the following day. Reports may be faxed to **717-605-3792**.

1.9 CLEAN-UP OF SITE: Shall be performed on a daily basis. The Contractor shall remove all debris generated by the work off station. Contractors are not permitted to use Government dumpsters or other Contractor dumpsters for disposal of debris.

1.10 HOT WORK: A hot work permit is required as needed. A permit may be obtained through the Government inspector with 48 hours prior notice. Hot work in electrical or mechanical room space will require a gas-free test prior to the Government fire inspector granting approval. In accordance with the Government fire inspector's requirements, the Contractor must perform this test daily. The Government fire inspector shall approve the instrument used.

1.11 DUST CONTROL: The amount of dust resulting from performance of this specification shall be controlled to prevent the spread of dust to occupied portions of the facility and to avoid creation of a nuisance in the surrounding area.

1.12 SUBMITTALS:

The Contractor shall submit the following within 10 days after award:

1.12.1 Activity Hazard Analysis in accordance with EM 385-1-1. See Attachment 1 for blank form. See paragraph 3.6.2 for additional information (if applicable).

1.12.2. Machinery and Mobile Equipment Checklist (Attachment 2) in accordance with paragraph 3.6.11 (if applicable).

Submittals will be approved by the OIC, NAVFAC Contracts or his representative prior to the start of work.

1.13 SITE VISIT: Contact the Government Quality Assurance Representative to arrange a site visit if one has not already been scheduled. Contractor shall verify all conditions, dimensions and methods at site.

1.14 LIST OF ATTACHMENTS:

- 1.14.1 Attachment 1: Activity Hazard Analysis
- 1.14.2 Attachment 2: Mobile Construction Equipment Checklist
- 1.14.3 Attachment 3: Base Map
- 1.14.4 Attachment 4: NAVFAC Mishap Notification
- 1.14.5 Attachment 5: Contractor Production Report
- 1.14.6 Attachment 6: Inspect and Cert of Boiler/UPV List

1.15 PERSONNEL: The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to execute this tasking.

SECTION 2: DETAILED DESCRIPTION: The Contractor shall provide all labor, material, tools, equipment, supplies and supervision to perform the following work:

2.1. The Contractor shall provide all labor, supervision, tools, material, equipment, transportation, and supplies necessary to perform safety inspections/certification of 38 high/low pressure steam, hot water boilers, and 31 Unfired Pressure vessels. The inspection shall include an appropriate written report for each of the units inspected. The inspector shall post an operating certificate on units found safe for operation and/or make recommendations as required to place the boiler in good repair and safe operating condition for subsequent re-inspection. The inspector shall adhere to the guidelines set forth in publication Department of the Navy, Naval Facilities Engineering Command MO-324 – Inspection & Certification of Boilers & Unfired Pressure Vessels, June 1986. Contractor personnel performing the inspection/certification shall have a valid certificate of competency issued by any State of the United States that has adopted the Boiler Pressure Vessel Code of the American Society of Mechanical Engineers, or a commission issued by the National Board of Boiler and Pressure Vessel Inspectors, or other certification approved and accepted by the Naval facilities Engineering Command. Inspection/Certification shall be performed on thirty-six (36) boilers located in various buildings, located at Naval Support Activity Mechanicsburg, (see attachment “6”).

2.2 Type of Inspections: the following types of inspections are required under this contract.

Type A	Internal Inspection per each boiler listed
Type B	External Inspection per each boiler listed
Type C	External Inspection while under hydrostatic pressure per each boiler listed

Type D External Inspection – causing all automatically and manually operated control devices to function under operating conditions per each boiler listed.

2.3 Contractor shall conduct a site visit to confirm scope of work and manpower required for task.

2.4 The Contractor shall properly disposal of all debris generated during install and shall adhere to all state and federal laws, as well as Department of Defense and Department of Navy, and station regulations.

2.5 The Contractor shall provide all labor and equipment necessary to collect, and dispose of all debris generated by the work. Contractors shall not be permitted to use Government dumpsters for disposal of debris generated.

SECTION 3: ADMINISTRATIVE AND SAFETY REQUIREMENTS

3.1 Directives: The Contractor and his employees shall comply with all referenced regulations, directives, and instructions. Applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and regulations are available from the Contracting Officer.

3.2 Station Regulations:

3.2.1 The Contractor and his employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.

3.2.2 The Contractor shall participate actively in the activity energy conservation program. The Contractor shall comply with the base energy conservation program and shall become familiar with its requirements. The Contractor superintendent shall represent the Contractor's interests at all meetings of the activity's Energy Conservation and Resource Management Committee. Use of high energy consuming tools or equipment shall be approved by the Contracting Officer prior to use.

3.3 Fire Protection: The Contractor and his employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with activity instructions.

3.4 Disposal: Debris, rubbish, non-hazardous waste and non-usable material resulting from the work under this contract shall be disposed of by the Contractor at his expense off Government property, unless otherwise directed. In either case, the Contractor must dispose of all hazardous waste in accordance with all applicable environmental law, including but not limited to, the Resource Conservation and Recovery Act and its associated state and local regulations. **Prior to disposal of any hazardous waste, the Contractor shall obtain approval from the Contracting Officer.**

3.5 Safety Requirements and Reports:

3.5.1 All work shall be conducted in a safe manner and shall comply with all requirements of the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1. The Contractor shall be responsible for instructing his employees in appropriate safety measures and shall not permit them to place machines and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. The Contractor shall employ a competent person as defined in EM-385-1-1 to function as the Site Safety and Health Officer (SSHO). The following paragraphs denote minimum safety requirements. Contractor shall consult EM-385-1-1 for additional information or any safety issues not discussed in this specification.

3.5.1.1 Personal Protective Equipment minimum requirements:

- a. Head protection: All persons working in or visiting hard-hat areas shall be provided with and required to wear Type I or Type II, Class G meeting the requirements of ANSI Z89.1. Hard hat areas are those areas with potential hazard of head injury.
- b. Clothing: Employees shall wear clothing suitable for the weather and work conditions: the minimum shall be short sleeve shirt, long pants (excessively long or baggy pants are prohibited).
- c. Protective footwear: Employees shall wear safety-toed boots meeting ANSI Z41 while working on construction sites.
- d. Eye and Face protection: All eye and face protection shall meet the requirements of ANSI/ASSE Z87.1, employees shall also use eye side protection.

3.5.1.2 Emergency Medical Treatment: Contractor shall arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.

3.5.1.3 Use of hand and power tools: Hand and power tools shall be of a manufacturer listed by a nationally recognized testing laboratory for the specific application for which they are to be used.

Use, inspection and maintenance:

- a. Hand and power tools shall be used, inspected, and maintained in accordance with the manufacturer's instructions and recommendations and shall be used only for the purpose for which designed.
- b. Hand and power tools shall be inspected, tested, and determined to be in safe operating condition before use. Continued periodic inspections shall be made to assure safe operating condition and proper maintenance.
- c. Hand and power tools shall be in good repair and with all required safety devices installed and properly adjusted. Tools having defects that will impair their strength or render them unsafe shall be removed from service.
- d. Loose and frayed clothing, loose long hair and dangling jewelry (including dangling earrings, chains and wrist watches) shall not be worn while working with any power tools.

Guarding – Power tools designed to accommodate guards shall be equipped with such guards:

- a. All guards must be functional.
- b. Reciprocating, rotating, and moving parts of equipment shall be guarded if exposed to contact by employees or otherwise create a hazard.
- c. Clothing loose and frayed clothing, lose long hair; dangling jewelry (including dangling ear rings, chains, and wrist watches) shall not be worn while working with power tools.

3.5.1.4 Portable Extension Cords: Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be used and shall be protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.5.1.5 Ladders: All portable ladders shall be of sufficient length and shall be placed so that workers will not stretch or assume a hazardous position. The top or top step of a stepladder shall not be used as a step unless it has been designed to be so used by the manufacturer. Ladders may be used as work platforms only when use of small hand tools or handling of light material is involved.

3.5.1.6 Lockout/Tag out: Coordinate all control activities with the Designated Government Representative. Apply, monitor and remove proper lockout and tag out devices. Contractor shall work with NAVFAC Public Works personnel to ensure all electrical connections are secured and lockout/tag out procedures is followed before work begins.

3.5.1.7 Fire protection: Provide adequate fire protection equipment at the work site to guard against potential fires.

3.5.1.8 Fuel-powered tools: When fuel-powered tools are used they will not be fueled while running, while hot, or near an open flame.

3.5.2 Activity Hazard Analysis:

The principle purpose of an Activity Hazard Analysis (AHA) is to reduce the overall risk of the hazards associated with construction work. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work.

The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed (can use the Definable Features of Work). A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, has the same control requirements and work crews, sequence of work, specific safety and health hazards anticipated (slip or trips, cuts, dust or chips in eyes), control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used (hand tools, backhoe), inspection requirements (list the inspection requirements for the activity to ensure the controls are working, and equipment is inspected to ensure proper operation), training requirements for all involved (any unique training required to make the established controls work) and the competent person in charge of that phase of work.

The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls. Activity hazard analysis shall be updated as necessary to provide an effective response to changing work conditions and activities (see Attachment 1)

3.5.3 Accident Reports and Notifications:

3.5.3.1 Accident reports: For recordable injuries and illnesses, and property damage accidents resulting in a least \$2,000 in damages, the prime Contractor shall conduct an accident investigation to establish the root cause of the accident, complete the Navy Contractor Significant Incident Report (CSIR) and provide the report to the Contracting Officer within five calendar days of the accident. The Contracting Officer will provide copies of any required or special forms.

3.5.3.2 Accident Notification: Notify the Contracting Officer as soon as practical, but not later 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. Information shall 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 construction 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.

3.5.3.3 Definition of a recordable injury or illness: Any work related injury or illness that results in:

- a. Death, regardless of the time between the injury and death, or the length of the illness;
- b. Days away from work;
- c. Restricted work;
- d. Transfer to another job;
- e. Medical treatment beyond first aid;
- f. Lose of consciousness;
- g. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in a. through f. above.

3.5.4 Monthly Exposure Report: This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractors, and is recorded daily on the Contractor Production Report.

3.5.5 The Contractor's work space may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector

if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.

3.5.6 If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor.

3.5.7 The Safety Office will investigate all complaints of unsafe or unhealthful working conditions received from Contractor's employees, federal civilian employees, or military personnel. The Safety Office will notify the Contracting Officer of the results of such investigations.

3.6 Passes and Badges: All Contractor employees shall obtain the required employee and vehicle passes. The Contractor shall, prior to the start of the contract, submit to the Contracting Officer an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. 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 pass and badge shall be returned within three calendar days. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "IDENTIFICATION OF CONTRACTOR EMPLOYEES" paragraph.

3.7 Identification of Contractor Employees:

3.7.1 The Contractor shall provide to the Contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

3.7.2 The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

3.7.3 Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

3.7.4 The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

3.7.5 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.

3.7.6 All Contractor/subcontractor employees working under this contract shall be identified by a distinctive name plate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

3.8 Identification of Contractor 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 and safety inspection sticker, if applicable, and shall be maintained in good repair.

3.9 Proof of Citizenship: No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or, if an alien, legal residency within the United States is confirmed.

3.10 Permits: The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences.

3.11 Environmental Management System Awareness Training: The Superintendent/QC Manager is responsible for environmental compliance on projects unless an Environmental Manager is named. The Superintendent/QC

Manager (and alternate QC Manager) or Environmental Manager shall complete ECATTS training prior to starting respective portions of on-site work under this contract. If personnel changes occur for any of these positions after starting work, replacement personnel shall complete ECATTS training with 14 days of assignment to the project.

Submit an ECATTS certificate of completion for personnel who have completed the required “Environmental Compliance Assessment Training and Tracking System (ECATTS)” training. This training is web-based and can be accessed from any computer with Internet access using the following instructions.

Register for NAVFAC Environmental Compliance Assessment Training and Tracking System, by logging on to <http://navfac.ecatts.com/>. Obtain the password for registration from the Contracting Officer.

This training has been structured to allow contractor personnel to receive credit under this contract and also to carry forward credit to future contracts. Contractors shall ensure that the Superintendent/QC Manager (and alternate QC Manager) or Environmental Manager review their training plans for new modules or updated training requirements prior to beginning work. Some training modules are tailored for specific State regulatory requirements; therefore, Contractors working in multiple states will be required to re-take modules tailored to the state where the contract work is being performed. ECATSS is available for use by all contractor and subcontractor personnel associated with this project. These other personnel are encouraged (but not required) to take the training and may do so at their discretion.

End of Statement.

STEAM

1605000 – Steam

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4	IDIQ Work

1605000 - Steam		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment to inspect and certify 38 high and low pressure boilers and 31 unfired pressure vessels located at Naval Support Activity Mechanicsburg, PA.
1.1	Concept of Operation	Boiler and unfired pressure vessel inspection and certification services: ... 38 boilers, high and low pressure. ... 31 Unfired pressure vessels.

1605000 - Steam		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1605000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for inspection and certifying services.
2.2.1	Certification, Training and Licensing	Inspectors shall meet minimum training, certification, and experience requirements as specified in National Board of Boiler and Pressure Vessel Inspectors Code, and UFC 3-430-07.
2.3	Special Requirements	
2.4	References and Technical Documents	References and Technical Documents are listed in J-1605000-02.

1605000 - Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	The Contractor shall inspect and certify boilers and unfired pressure vessel located on board the installation.	<p>The Contractor shall work with Public Works personnel to perform operational checks on all equipment and provide certification once inspections are completed.</p> <p>The current Boiler and UPV Inventory is provided in J-1605000-03.</p>	Inspection and Certify units.
3.4	Inspection, Testing, and Certification Program	The Contractor shall provide power boiler and unfired pressure vessels (UPV's) inspection, testing, and certification services to ensure they are safe, fully functional, and operational.	<p>The Contractor shall develop an Inspection, Testing, and Certification Program and Schedule, per Section F.</p> <p>The Contractor shall submit an Inspection, Testing, and Certification Program Summary Report, per Section F.</p>	<p>All certifications are current.</p> <p>Testing, inspection, and certification services performed and completed in accordance with the inspection, testing, and certification program and schedule.</p> <p>Testing, inspection, and certification services performed in accordance with applicable references.</p>
3.4.1	Power Boiler and Unfired Pressure Vessels (UPV's) Certification Assistance	The Contractor shall test, inspect, and certify 38 boilers and 31 UPV's to ensure they are safe, fully functional, and operational.	<p>The Contractor shall prepare boilers, and UPV's for testing, inspection, and certification in accordance with the National Board of Boiler and Pressure Vessel Inspectors Code, and UFC 3-430-07.</p> <p>The Contractor shall immediately void any boiler inspection safety certificates upon the discovery of a safety deficiency regardless of the expiration date on the certificate. The certificate will again be valid only after the deficiency has been corrected by the Contractor and the boiler</p>	<p>Testing, inspection, and certification of boilers and UPV's performed and completed in accordance with the inspection, testing, and certification program and schedule.</p> <p>Boilers and UPV's are inspected, tested, and certified in accordance with UFC 3-430-07.</p>

1605000 - Steam				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>has been re-certified.</p> <p>The Contractor shall refrain from operating a boiler or UPV's without a valid NAVFAC inspection certificate.</p> <p>Certification may be performed by a Government provided inspector or by the Contractor as part of the FFP work.</p> <p>The Contractor shall provide a qualified Boiler Inspector for certification of boilers and UPV's</p> <p>Emissions standards vary by state and/or region. Check for local standards.</p> <p>Boilers, HRSG's and UPV's passing inspection shall have the certifying official complete a NAVFAC Form 9-11014/32 (3/67), Inspection Certificate for Boiler-Unfired Pressure Vessel, per Section F.</p>	

GENERAL INFORMATION

0100000 – General Information

Spec Item	Title	Description
1	General Information	

0100000 – General Information

Spec Item	Title	Description
		<p>Clarifying Information describes client expectations in a more detailed manner than the Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Standard.</p>
1.6	Navy Approach to Service Contracting	<p>The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global operations and maintenance provided through Facility Support Contracts (FSC) and additional other base operations support services (OBOS). The Head of the Contracting Activity (HCA) Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC to incorporate customer and industry feedback, budget constraints, and the impact of a variety of contracting management and financial management regulations. The Navy also supports the following principles:</p>
1.6.1	Partnering Philosophy	<p>The first principle is that the Navy views its contractors as partners and not just abstract services. The Navy wants its contractors to succeed because partners' success drives the Navy's successful operations. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to the Government and its partners.</p>
1.6.2	Contractor's Knowledge	<p>The second principle is that the Navy will receive insightful management from its contractors. Contractors should include the knowledge, skills, authority and willingness to use contractor resources to find solutions to meet Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based contracting evidences this principle. Although performance work statements will typically contain several performance objectives, assessment, the Navy wants its contractors to exercise maximum discretion within bounds of contract management to adjust processes and resources needed to reach specified objectives at the contract level.</p>
1.6.3	Industry Best Practices	<p>The third principle is that the Navy will adopt industry best commercial practices and maintain high quality delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To ensure this goal, emphasis will be in evaluating performance objectives (end results).</p>
1.7	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures consistency and affords appropriate tailoring to meet local needs. This contract conforms to the standard template that is tailored for this solicitation. NAVFAC intends to use this template-based approach for future solicitations. Offerors should develop an understanding of the template as part of performing due diligence and a thorough understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information regarding the entire scope of the contract. Annex 2 contains on-site project management and administrative information relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information that is peculiar to that technical annex. Within each technical annex, the organization of information and the format is also standardized. Specification item 1 will always contain General Information. Specification items 2 through 18 contain the management and administrative requirements. Specification item 3 will always contain the Pricing (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Insertion (IDI) requirements. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 will be included and distributed within Specification Item 3 of Annexes 3 through 18.</p>
1.8	Navy PBSC Approach	<p>The Navy's approach to performance-based service contracting (PBSC) includes four core principles: 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance-based pricing plan.</p>

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Spec Item	Title	Description
1.9	Technical Proposal Certification	The contractor warrants that its proposal incorporated herein by reference including, but not limited to, approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in the RFP during execution thereof. The contractor is not excused from meeting such performance objectives if the contractor's proposal proves inadequate as conceived or executed to meet such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting any alternative means or methods of meeting the performance objective.

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2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	Not applicable to this contract
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done

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Spec Item	Title	Description
		<p>right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership. <p>A project's characteristics determine process level to be used. Per BMS B-14.16, insert appropriate Partnering requirements by selecting one of the following two specification items and deleting the other.</p>
2.3.3.1	<p>Informal Partnering : Informal Partnering is recommended if annual contract dollar value is less than \$10M, low to average risk and visibility, services provided to single or multiple supported commands, services one or more Activities performing one or more function, low to above average management and coordination issues.</p>	<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	<p>Contract Partnering Administration</p>	<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	<p>Contract Partnering Session Attendees</p>	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President * Project Manager</p>
2.3.4	<p>Permits and Licenses</p>	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the</p>

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Spec Item	Title	Description
		applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, 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>
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 to this contract
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract. <p>Ensure proper references to laws, regulations, executive orders, base-wide instructions, standards, and other applicable references are included throughout the PWS. OCONUS locations may have different Directives, Instructions, and References that need to be specified, e.g., there may be agreements between the Host Nation and military installation rather than Federal and state laws.</p>
2.3.9	Invoicing Procedures	Refer to Section G for invoicing instructions. Insert invoice form in Section J and reference attachment as applicable, e.g., Refer to Invoice Form in J-0200000-04 for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05.

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Spec Item	Title	Description
2.3.11	Cost Account Code (CAC) Reporting	The Contractor shall submit a Cost Account Code (CAC) Report per Section F.
2.4	Government-Furnished Property, Materials and Services	Not applicable to this contract
2.4.1	Government-Furnished Facilities (GFF)	Not applicable to this contract
2.4.2	Government-Furnished Utilities	Not applicable to this contract
2.4.3	Government-Furnished Materials (GFM)	Not applicable to this contract
2.4.4	Government-Furnished Equipment (GFE)	Not applicable to this contract
2.4.5	Government-Furnished Services (GFS)	Not applicable to this contract
2.5	Contractor-Furnished Items	Not applicable to this contract
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	Not applicable to this contract
2.6.2	Work Control	Not applicable to this contract
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.
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	Not applicable to this contract
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	Not applicable to this contract

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Spec Item	Title	Description
2.6.7	Quality Management System (QMS)	Not applicable to this contract
2.6.7.1	Quality Management (QM) Plan	Not applicable to this contract
2.6.7.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	Not applicable to this contract
2.6.8	Property Management Plan	Not applicable to this contract
2.6.9	System and Equipment Replacement	Not applicable to this contract
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.
2.7.1.1	Project Manager (PM)	Not applicable to this contract
2.7.1.2	Quality Manager	Not applicable to this contract
2.7.1.3	Site Safety and Health Officer (SSHO)	Not applicable to this contract
2.7.1.4	Environmental/Energy Manager	Not applicable to this contract
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the

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Spec Item	Title	Description
		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)	Not applicable to this contract
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by

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Spec Item	Title	Description
		searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.
2.8.4.1	NCACS Program	Not applicable to this contract
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	Not applicable to this contract
2.8.6	Access Arrangements	Not applicable to this contract
2.8.6.1	Escort Arrangement for Secured Areas	The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.
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	Not applicable to this contract

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Spec Item	Title	Description
	Unclassified Information	
2.8.9	Employee Status	Not applicable to this contract
2.9.1	Accident Prevention Plan (APP)	Not applicable to this contract
2.9.2	Activity Hazard Analysis (AHA)	Not applicable to this contract
2.9.3	Occupational Risk and Compliance Plans	Not applicable to this contract
2.9.3.1	Abrasive Blasting Plan	Not applicable to this contract
2.9.3.2	Access/Haul Road Plan	Not applicable to this contract
2.9.3.3	Alcohol and Drug Abuse Prevention Plan	Not applicable to this contract
2.9.3.4	Asbestos Abatement Plan	Not applicable to this contract
2.9.3.5	Chemical Hazard Communication Program	Not applicable to this contract
2.9.3.6	Confined Space Program	Not applicable to this contract
2.9.3.7	Critical Lift Plan	Not applicable to this contract
2.9.3.8	Demolition Plan	Not applicable to this contract
2.9.3.9	Emergency Response Plans	Not applicable to this contract
2.9.3.10	Excavation/Trenching Plan	Not applicable to this contract
2.9.3.11	Fall Prevention and Protection Plan	Not applicable to this contract
2.9.3.12	Fire Prevention Program	Not applicable to this contract
2.9.3.13	Floating Plant Severe Weather Precaution Plan and Marine Emergency Plan	Not applicable to this contract
2.9.3.14	Hazardous Energy Control Program	Not applicable to this contract
2.9.3.15	Health Hazard Control Program and Hazard Communication Program	Not applicable to this contract
2.9.3.16	Heat/Cold Stress Monitoring Plan	Not applicable to this contract
2.9.3.17	Lead Compliance and Abatement Plan	Not applicable to this contract

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Spec Item	Title	Description
2.9.3.18	Radiation Safety Program	Not applicable to this contract
2.9.3.19	Respiratory Protection Program	Not applicable to this contract
2.9.3.20	Site Sanitation Plan	Not applicable to this contract
2.9.3.21	Temporary Facility Layout Plan	Not applicable to this contract
2.9.3.22	Underground Emergency Rescue Plan	Not applicable to this contract
2.9.4	Accident and Damage Reporting	Not applicable to this contract
2.9.4.1	Accident Reporting and Notification Criteria	Not applicable to this contract
2.9.5	Fire Protection	Not applicable to this contract
2.9.6	Monthly On-Site Labor Report	
2.9.7	OSHA Citations and Violations	Not applicable to this contract
2.9.8	Safety Inspections and Monitoring	Not applicable to this contract
2.9.9	Safety Certification	Not applicable to this contract
2.9.10	Safety Apparel on Jobsites	Not applicable to this contract
2.10	Environmental Management and Sustainability	Not applicable to this contract
2.10.1	Energy Management Program	Not applicable to this contract
2.10.1.1	Water Conservation Plan	Not applicable to this contract
2.10.1.2	Energy Efficient Products	Not applicable to this contract
2.10.2	Environmental Protection	Not applicable to this contract
2.10.2.1	ODS Requirements for Refrigerant Recycling	Not applicable to this contract
2.10.2.2	Non-Hazardous Waste Disposal	Not applicable to this contract
2.10.2.3	Hazardous Waste Disposal	Not applicable to this contract
2.10.2.4	Spill Prevention,	Not applicable to this contract

0200000 - Management and Administration		
Spec Item	Title	Description
	Containment, and Clean-up	
2.10.2.5	Hazardous Material Management	Not applicable to this contract
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	Not applicable to this contract
2.10.2.7	Noise Control	Not applicable to this contract
2.10.2.8	Salvage	Not applicable to this contract
2.10.2.9	Asbestos Containing Material (ACM)	Not applicable to this contract
2.10.3	Sustainable Procurement and Practices	Not applicable to this contract
2.10.3.1	Environmentally Preferable Products	Not applicable to this contract
2.10.3.2	Use of Recovered Materials	Not applicable to this contract
2.10.3.3	Use of Bio-based Products	Not applicable to this contract
2.11	Disaster Preparedness	Not applicable to this contract
2.12	Technical Library	Not applicable to this contract
2.13	Warranty Management	Not applicable to this contract
2.14	FFP Work Procedures	Not applicable to this contract
2.14.1	Notification to the Government for Work Above the FFP Limitations	Not applicable to this contract
2.14.2	FFP Exhibit Line Item Numbers (ELINs)	The Contractor shall provide pricing where indicated.
2.14.3	Common Output Level Standards (COLS) Options	Not applicable to this contract
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services	Not applicable to this contract
2.15	IDIQ Work	Not applicable to this contract
2.15.1	Unit Priced Task (UPT)	Not applicable to this contract

0200000 - Management and Administration		
Spec Item	Title	Description
	Work (Non-Negotiated)	
2.15.1.1	Acceptance and Performance	Not applicable to this contract
2.15.1.2	Invoicing and Receiving Payment	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	Unit Priced Labor (UPL) Work (Negotiated)	Not applicable to this contract
2.15.2.1	IDIQ Preparation of Proposals	Not applicable to this contract
2.15.2.1.1	Labor 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. The direct material price will be multiplied by the Contractor's IDIQ material fixed burden rate.
2.15.2.1.2	Material and Equipment Requirements	Not applicable to this contract
2.15.2.2	Issuance of Final Task Order	Not applicable to this contract
2.15.3	IDIQ ELINS	Not applicable to this contract

CONTRACT INFORMATION

SOLICITATION NUMBER: N40085-15-R-7627

**TITLE: BOILER INSPECTION AT THE NAVAL SUPPORT ACTIVITY MECHANICSBURG,
PA.**

NOTE: THIS ACQUISITION IS A 100% small business set

aside.

1. This acquisition will result in the award of a Firm Fixed Price service contract (SCA Wages apply).
2. NAICS Code: 238220, Small Business Size Standard \$15.0 mil
3. Acquisition is set aside 100% small business set aside.
4. Quotation Acceptance Period: 120 Calendar days
5. A site visit is scheduled for 21 July 2015 at 10:00 AM. However, the site visit is NOT mandatory for contract award but is encouraged. If the offeror attends the site visit, it will be at your own expense. The Government will not compensate or be responsible for any associated costs of the optional site visit.
6. NOTE: The site visit log will NOT be made available to contractors.
7. The Request for Proposal is due on or before 3pm Eastern Standard Time 7 August 2015 and shall be mailed (hard copy) and/or hand carried to: NAVFAC MIDLANT, PWD, Pennsylvania, 4921 S. Broad Street, Bldg. 1, 2nd Floor, Philadelphia, PA 19112 Attention: Shannon Lutes EMAILED QUOTES WILL NOT BE ACCEPTED.
8. All questions pertaining to the Request for Proposal shall be emailed to Shannon Lutes, at email shannon.lutes@navy.mil, no later than 72 hours prior to date of receipt of proposals. Questions received after this time will not accepted.

*THIS SOLICITATION IS BEING ISSUED ELECTRONICALLY AND CAN BE ACCESSED AT [HTTP://WWW.NECO.NAVY.MIL](http://www.neco.navy.mil) OR [HTTPS://WWW.FBO.GOV](https://www.fbo.gov). HOWEVER, ALL AMENDMENTS WILL BE POSTED ON NECO AND SHALL BE FILTERED DOWN TO FBO. THE OFFERORS ARE CAUTIONED TO ALWAYS CHECK NECO AND REGISTER WITH NECO AS THIS IS THE PRIME LOCATION THAT THE SOLICITATION AND ALL AMENDMENTS ARE POSTED. IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO OBTAIN THE RFQ FILES, ALONG WITH ANY AMENDMENTS, FROM THIS WEBSITE.

OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE. IF FUNDS ARE NOT AVAILABLE, NO AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. THE OFFEROR WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL

BASIS FOR AWARD:

The Contractor shall complete and submit the following information in reference to the RFP:

1. Complete Standard Form 33, "SOLICITATION, OFFER, AND AWARD" blocks 14 - 18.
2. Provide Pricing for CLINs 0001, 0002, 0003, 0004, 0004 located in Section B
3. Complete all Representations and Certifications located in Section K
4. Acknowledge all amendments (if applicable)
5. The contractor 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.

GOVERNMENT POINT OF CONTACTS:

PRIMARY POC is CONTRACT SPECIALIST: SHANNON LUTES, PHONE 215-897-3495, EMAIL: SHANNON.LUTES@NAVY.MIL. SECONDARY POC is CONTRACT SPECIALIST AARON KOUMARAS, PHONE: 215-897-6087, EMAIL: AARON.KOUMARAS@NAVY.MIL

SEE FAR “5252.237-9302 SITE VISIT” FOR SITE VISIT INFORMATION

NOTE: REMARKS AND EXPLANATIONS ADDRESSED SHALL NOT BE DEEMED OR CONSTRUED TO CONSTITUTE ANY REPRESENTATION OR WARRANTY BY THE DOD, OR A LEGALLY BINDING AGREEMENT, CONTRACT OR COMMITMENT BETWEEN THE DOD AND ANY OTHER PARTY, OR ALTER THE TERMS OF THE SOLICITATION. (Located in Section I)

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 its 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. The costs incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS is forthcoming. **The Naval Support Activity – Mechanicsburg, PA is under NCACS.**

SERVICE CONTRACT WAGE DETERMINATION:

Wage Determination Number: WD 05-2447 (Rev.-16). Dated 12/30/2014 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. (Located in Section J)

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 FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(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.

CLAUSES INCORPORATED BY FULL TEXT

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 F - Deliveries or Performance

SECTION F

1605000 - Steam

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency/ Media/ Approval?
				Original / Copies	Number of Copies (including original)	
1605000/3.4	N/A	Inspection, Testing and Certification Program and Schedule	Within 30 days following award	KO	4	As Specified
1605000/3.4	N/A	Inspection, Testing and Certification Program Summary Report	Within 30 days following certification	KO	4	As Specified

DELIVERABLES FORM PREPARATION INSTRUCTION

1. Prepare a Deliverable Report Preparation Instruction for each deliverable requirement. Specify information that should be included in the report. Instructions should be meaningful, complete, and clear. If another document provides instructions, reference the instruction paragraph and state where/how the Contractor may obtain the referenced document (e.g., Existing permit is on file in the Technical Library.”). If no specific format is required, state that Contractor’s format is acceptable. If specific Government forms are to be used by the Contractor, prepare and insert the blank forms into Section J. Only insert forms that are required for Contractor use. If a Contractor-provided form is acceptable, no Government form is required.

2. Instruction form preparation (*see sample form below*):

Government Approval Required:

Check “yes” if you want the Contractor to submit a “draft” document for Government approval, before a “final” document is submitted.

Check “no” if you do not need the Contractor to submit a “draft” document for Government approval before a “final” document is submitted, or if Government approval is not required even for a “draft”.

For check mark use capitalized “X”, bold, italic, and underlined. Delete extraneous underline markings.

Media:

Check the type(s) of document you want the Contractor to submit (hard copy, electronic and/or direct input into a system). For check mark use capitalized “X”, bold, italic, and underlined. Delete extraneous underline markings.

For “Electronic” specify in the preparation instructions if you want the report by e-mail, diskette or CD.

Direct system input means inputting the information into an established Government system such as DCPDS or MODERN (for HRO) and SPM. It does not mean inputting into an Accessé or Excelé database, etc.

Instructions:

Do not include contract performance requirements here that belongs in the PWS

Include any other special instructions or information the Contractor needs to prepare the deliverable (e.g., data must be input into a specific system).

If report is required electronically, note if the report should be e-mailed or submitted on CD or diskette (3.5 diskette, 100MB or 250MB zip disk). If applicable, specify the required file format (i.e. Excelé , Wordé , Accessé , etc.).

Include description of approval chain (if required).

An example of unclear instructions: “As determined by the Contractor to include all applicable regulatory information.”

Deliverables Form Preparation Instructions				
Deliverable Title: <u>Critical Spare Parts Inventory</u>				
Form Attachment No.: N/A				
Government Approval Required: <u>Y</u> Yes ___ No				
Media: ___ Hard Copy <u>Y</u> Electronic ___ Direct System Input				
<p>Instructions:</p> <p style="margin-left: 40px;">The report shall be prepared using Microsoft Office Word[®] software.</p> <p style="margin-left: 40px;">The Trouble Call Summary Report shall be a compilation of the previous months trouble call reports with the following information:</p> <ol style="list-style-type: none"> a. Detailed description of work actually completed, problems encountered and recommended follow-up actions required. b. Brief description of material and parts used, including quantities and cost. c. Date and time work began. d. Date and time work was completed. e. Total hours of labor (by craft) expended, including travel time. f. Name of person accepting the work and any comments written on the trouble ticket. g. Last name and first initial of the Contractor employee(s) performing the work. <p style="margin-left: 40px;">Submit a copy of the summary report via email to KO for Government review and comment.</p>				

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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

Section H - Special Contract Requirements

INSURANCE**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 canceled or materially altered before the expiration date there of the issuing company will mail 30 days written notice to the certificate holder named to the left."

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.

CLAUSES INCORPORATED BY REFERENCE

52.228-5

Insurance - Work On A Government Installation

JAN 1997

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	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
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	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
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.225-2	Buy American Certificate	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
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
52.232-23 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
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	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
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
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
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
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
252.247-7000	Hardship Conditions	AUG 2000
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

52.219-1 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 238220

(2) The small business size standard is \$15.0M

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220

(2) The small business size standard is \$15.0M

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Black American.

Hispanic American.

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

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the

cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

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

(End of clause)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an

adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (MAY 2015)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at www.dla.mil/SmallBusiness/Pages/ptac.aspx.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Facilities Management Invoice

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

Mechanicsburg, PA

(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	N68732
Issue By DoDAAC	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N45206
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	N45206
LPO DoDAAC	N45206
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(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.

(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.

Neilda Williams 215-897-8879 neilda.rentas-willia@navy.mil

(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.

5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

252.237-9302 SITE VISIT (JUL 1995)

The site will be available for visitation at **5455 CARLISLE PIKE Bldg 305 Naval Support Activity, Mechanicsburg, PA 17050 on 21 July 2015 at 10 AM ET.**

1. The site visit will be held on **21 July 2015 at 10:00 AM ET**. Parties interested in attending the site visit shall meet at 9:30 AM EASTERN TIME at the Bldg 305 Main conference room, NAVAL SUPPORT ACTIVITY(NSA) Mechanicsbur, PA for contractor briefing. The site visit will immediately follow.
2. If you plan on attending, you MUST notify Mr. Bernard Risbon,; bernard.j.risbon@navy.mil by email **no later than 17 July 2015 at 03:00 PM Eastern Time**.
3. Your email MUST contain the names of the personnel attending. All personnel attending the site visit MUST, , bring with them a valid picture ID. In order to park in the parking lot at the Pass Office you will need current driver's license, proof of insurance and registration.
4. If contractor personnel, show up for the site visit that are NOT on the list provided to the contract specialist per instructions above, they WILL NOT be able to attend the site visit.

Attendees should be aware that no answers will be provided to verbal questions asked during the site visit.

Attendees are requested to provide all questions that they may have during the site visit be in written format and emailed to the contract specialist, Shannon Lutes at shannon.lutes@navy.mil. Please submit written questions no later than 27 July 2015 at 3:00 PM ET. The answers to the questions will be posted as an amendment to the RFP on www.neco.navy.mil. No hard copies will be sent out to contractors.

In addition, the list of the site visit attendees will not be made available. Contractors are encouraged to register as an Interested Vendor on the Navy Electronic Commerce Online, www.neco.navy.mil, with the specific solicitation of interest.

NOTE: Remarks and explanations addressed during the site visit shall not be deemed or construed to constitute any representation or warranty by the DOD, or a legally binding agreement, contract or commitment between the DOD and any other party, or alter the terms and conditions of the solicitation.

Reminder: It is the contractor's responsibility to check the NECO website, www.neco.navy.mil for all amendments to the subject solicitation.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

X_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

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

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

5252.245-9300 Government-Furnished Property, Materials and Services. As prescribed in 45.106-100(a), insert the following clause:

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

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

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

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

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

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

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

(c) Government-Furnished Material. The Government will furnish the material described in Attachment J-C to the Contractor on a one-time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

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

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

OR-

(1) The Contractor shall pay for utilities consumed and shall, at its expense, install meters as required by the Contracting Officer to measure consumption of utilities provided by the Government. Rates for reimbursement to the Government of metered utilities will be list the rates of reimbursement per type of service provided.

(2) A restricted telephone line (USOC Class RS4) for on base calls will be provided by the Government at no cost to the Contractor. The Contractor shall install commercial telephone service, and all service and toll charges shall be paid for by the Contractor.

(e) Availability of Services. The Government will/will not provide custodial services and/or refuse collection from existing collection points. Attachment J-C___ contains a listing of the services provided by the government. If the Government does not provide refuse collection, the contractor will be required to dispose of all garbage and other waste materials generated by his work at a licensed off site landfill. (End of clause)

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

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

(a) **PROCEDURES.** In the case of unsatisfactory or 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 __Twenty Four (24) __ hours of notice to the Contractor. In the case of other work, corrective action must be completed within __Seventy Two (72) __ hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of __ten (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 ____ten (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 ___ ten (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:

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

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

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

<u>SECTION J</u> <u>DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</u> <u>TABLE OF CONTENTS</u>	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1605000-01	Definitions and Acronyms
J-1605000-02	References and Technical Documents
J-1605000-03	Boiler and UPV Equipment Inventory
J-1605000-04	Sample NAVFAC Form 9-11014/32 (3/67) Inspection Certificate for Boiler-Unfired Pressure Vessel
J-1605000-05	Historical Boiler, HRSG and UPV Testing and Certification Schedule

J-1605000-01 <u>DEFINITIONS AND ACRONYMS</u>	
	Definitions
Central (Heating or Power) Plant	A plant that exports a heated medium and/or electricity to more than one user.
Cogeneration Plant	A plant producing a heated medium for the purpose of space or process heating and electricity.
Condensate Return System	Piping and associated equipment used to return condensate from equipment or facilities using steam/hot water to the generation plant. Does not include piping and equipment within a structure or within <<Note to Spec Writer: indicate distance from structure, if any, that equipment belongs to the structure, not the Distribution System.>> feet of a structure.
Generation Plant	The facility, equipment and piping used to produce steam or hot water for distribution to multiple structures, including piers.
Heating Boiler	A boiler operated at pressures not exceeding 15 pounds per square inch gage (psig) for steam, or at pressures not exceeding 160 psig and temperatures not exceeding 250 degrees Fahrenheit for water.
Heating Plant	Any plant producing steam, hot water, or other medium for the purpose of space or process heating.
High Pressure Power Boiler	A power boiler operated at pressures exceeding 300 psig for steam or hot water or at temperatures exceeding 400 degrees Fahrenheit for hot water.
Integrated Maintenance Program (IMP)	IMP is a recurring state-of-the-art, reliability-centered inspection, testing, maintenance and repair program that determines best practices for managing the functions and consequences of failures of facilities equipment and system components. IMP encompasses accepted commercial practices, including reactive, preventive, predictive and proactive maintenance, into one optimal program. The IMP approach gives the Contractor full responsibility to maintain systems and equipment and perform repairs whenever necessary to ensure equipment and systems are operational and remain in a constant state of readiness.
MBTU(H)	A measurement of steam equivalent to 1,000 British Thermal Units per Hour.
Power Boiler	A boiler operated at a pressure of greater than 15 pounds per square inch gage (psig), but not exceeding 300 psig for steam, or pressure greater than 160 psig and a temperature of greater than 250 degrees Fahrenheit for hot water.
Steam/Hot Water Distribution System	Piping and associated equipment used to distribute steam/hot water from the generation plant to the equipment or facilities requiring steam/hot water to operate. Does not include piping and equipment within a structure or within <<Note to Spec Writer: indicate distance from structure, if any, that equipment belongs to the structure, not the Distribution System.>> feet of a structure.
	Acronyms
AGA	American Gas Association
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
HRSG	Heat Recovery Steam Generator
MBTU	Million British Thermal Units
OMSI	Operation and Maintenance Support Information
PSIG	Pounds per Square Inch, Gage
UFC	Uniform Facilities Criteria
UPV	Unfired Pressure Vessel

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ATTACHMENT J-1605000-02
REFERENCE AND TECHNICAL DOCUMENTS

Reference	Title
UFC 3-430-07	Operations and Maintenance: Inspection and Certification of Boilers and Unfired Pressure Vessels
NAVFACINST 11300.37A	Energy and Utilities Policy Manual

ATTACHMENT J-1605000-03 <u>BOILER AND UNFIRED PRESSURE VESSEL EQUIPMENT INVENTORY</u>	
See Attachment	Title
1.14.6 Inspection/Certification Listing	Boiler and UPV listing

ATTACHMENT J-1605000-04

SAMPLE NAVFAC Form 9-11014/32(3/67)
Inspection Certificate for Boiler-Unfired Pressure Vessel

UFC 3-430-07
24 July 2003

including Change 1, Change 2, and Change 3, May 2007

Figura E-3 Inspection Certificate for Boiler-Unfired Pressure Vessel
Form, NAVFAC 9-11014/32(3/67)

<small>DEPARTMENT OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND</small>		
INSPECTION CERTIFICATE FOR: <input type="checkbox"/> BOILER <input type="checkbox"/> UNFIRED PRESSURE VESSEL		
<small>ACTIVITY</small>	<small>LOCATION</small>	<small>SHIP NO.</small>
<small>DATE</small>	<small>TIME</small>	<small>INSPECTOR</small>
THIS CERTIFICATE APPLIES		
THIS BOILER OR VESSEL HAS BEEN INSPECTED AND APPROVED FOR OPERATION AS A PRESSURE VESSEL UNDER:		
<small>TYPE OF INSPECTION</small>		
<input type="checkbox"/> EXTERNAL <input type="checkbox"/> INTERNAL <input type="checkbox"/> PERMANENT <input type="checkbox"/> MAINTENANCE		
<small>NAME</small>	<small>DATE</small>	<small>VALID EXPIRES DATE</small>
<small>POST THIS CERTIFICATE UNDER GLASS NEAR THE BOILER OR VESSEL</small>		
<small>NAVFAC FORM 9-11014/32(3/67) (REV. 10/03) (U.S. GOVERNMENT PRINTING OFFICE: 2003) 100-100-100-100</small>		

ATTACHMENT J-1605000-05
HISTORICAL BOILER, HRSG AND UPV TESTING AND CERTIFICATION SCHEDULE

Item Name	Quantity	Location	Certification Expires
Boiler	1	Bldg. 09	12/08/2014
Boiler	1	Bldg. 11	12/08/2014
Boiler	2	Bldg. 101	12/08/2014
Boiler	2	Bldg. 102	12/08/2014
Boiler	2	Bldg. 103	12/08/2014
Boiler	2	Bldg. 104	12/08/2014
Boiler	2	Bldg. 105	12/08/2014
Boiler	2	Bldg. 107	12/08/2014
Boiler	2	Bldg. 110	12/08/2014
Boiler	2	Bldg. 108	12/08/2014
Boiler	2	Bldg. 112	12/08/2014
Boiler	2	Bldg. 113	12/08/2014
Boiler	1	Bldg. 305	12/08/2014
Boiler	1	Bldg. 306B	12/08/2014
Boiler	1	Bldg. 307	12/08/2014
Boiler	1	Bldg. 309	12/08/2014
Boiler	3	Bldg. 311C	12/08/2014
Boiler	1	Bldg. 312	12/08/2014
Boiler	1	Bldg. 404	12/08/2014
Boiler	1	Bldg. 405	12/08/2014
Boiler	1	Bldg. 407	12/08/2014
Boiler	1	Bldg. 409	12/08/2014
Boiler	1	Bldg. 410	12/08/2014
Boiler	1	Bldg. 606	12/08/2014
Boiler	2	Bldg. 608B	12/08/2014
Air Compressor	1	Bldg. 09	10/20/2013
Air Compressor	3	Bldg. 209	10/20/2013
Air Compressor	1	Bldg. 214	10/20/2013
Air Compressor	1	Bldg. 301	10/20/2013
Air Compressor	3	Bldg. 305	10/20/2013
Air Compressor	1	Bldg. 306B	10/20/2013
Air Compressor	1	Bldg. 307	10/20/2013
Air Compressor	1	Bldg. 311C	10/20/2013
Air Compressor	2	Bldg. 312	10/20/2013
Air Compressor	2	Bldg. 404	10/20/2013
Air Compressor	1	Bldg.407	10/20/2013
Air Compressor	2	Bldg. 409	10/20/2013
Air Compressor	1	Bldg. 410	10/20/2013
Air Compressor	4	Bldg. 505	10/20/2013
Air Compressor	5	Bldg. 508	10/20/2013
Air Compressor	1	Bldg. 608A	10/20/2013
Air Compressor	1	Bldg. 608B	10/20/2013

WAGES

WD 05-2447 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2447
Revision No.: 16
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.

State: Pennsylvania

Area: Pennsylvania Counties of Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.81
01012 - Accounting Clerk II		16.64
01013 - Accounting Clerk III		18.60
01020 - Administrative Assistant		21.90
01040 - Court Reporter		22.23
01051 - Data Entry Operator I		12.14
01052 - Data Entry Operator II		13.24
01060 - Dispatcher, Motor Vehicle		18.09
01070 - Document Preparation Clerk		13.74
01090 - Duplicating Machine Operator		13.91
01111 - General Clerk I		11.55
01112 - General Clerk II		12.62
01113 - General Clerk III		14.16
01120 - Housing Referral Assistant		19.71
01141 - Messenger Courier		11.60
01191 - Order Clerk I		12.19
01192 - Order Clerk II		14.87
01261 - Personnel Assistant (Employment) I		16.27
01262 - Personnel Assistant (Employment) II		18.20
01263 - Personnel Assistant (Employment) III		20.29
01270 - Production Control Clerk		19.92
01280 - Receptionist		12.17
01290 - Rental Clerk		12.94
01300 - Scheduler, Maintenance		15.61
01311 - Secretary I		15.61
01312 - Secretary II		17.68
01313 - Secretary III		19.71
01320 - Service Order Dispatcher		16.83
01410 - Supply Technician		21.90
01420 - Survey Worker		14.90

01531 - Travel Clerk I	12.01
01532 - Travel Clerk II	12.88
01533 - Travel Clerk III	13.80
01611 - Word Processor I	14.25
01612 - Word Processor II	15.84
01613 - Word Processor III	17.68
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.95
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	17.37
05070 - Automotive Worker	17.37
05110 - Mobile Equipment Servicer	15.88
05130 - Motor Equipment Metal Mechanic	18.68
05160 - Motor Equipment Metal Worker	17.37
05190 - Motor Vehicle Mechanic	18.68
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	16.62
05280 - Motor Vehicle Wrecker	17.37
05310 - Painter, Automotive	18.12
05340 - Radiator Repair Specialist	17.37
05370 - Tire Repairer	14.53
05400 - Transmission Repair Specialist	18.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	11.49
07042 - Cook II	12.85
07070 - Dishwasher	8.54
07130 - Food Service Worker	9.61
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	8.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.88
09040 - Furniture Handler	14.47
09080 - Furniture Refinisher	18.88
09090 - Furniture Refinisher Helper	15.75
09110 - Furniture Repairer, Minor	17.31
09130 - Upholsterer	19.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.05
11060 - Elevator Operator	11.05
11090 - Gardener	14.73
11122 - Housekeeping Aide	12.29
11150 - Janitor	12.29
11210 - Laborer, Grounds Maintenance	12.18
11240 - Maid or Houseman	9.52
11260 - Pruner	11.32
11270 - Tractor Operator	13.89
11330 - Trail Maintenance Worker	12.18
11360 - Window Cleaner	12.61
12000 - Health Occupations	
12010 - Ambulance Driver	13.73
12011 - Breath Alcohol Technician	17.37
12012 - Certified Occupational Therapist Assistant	21.31
12015 - Certified Physical Therapist Assistant	20.19
12020 - Dental Assistant	15.04
12025 - Dental Hygienist	27.49
12030 - EKG Technician	22.45
12035 - Electroneurodiagnostic Technologist	22.45
12040 - Emergency Medical Technician	13.73
12071 - Licensed Practical Nurse I	15.53
12072 - Licensed Practical Nurse II	17.37
12073 - Licensed Practical Nurse III	19.38
12100 - Medical Assistant	13.30
12130 - Medical Laboratory Technician	15.26
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	14.00

12195 - Medical Transcriptionist	14.74
12210 - Nuclear Medicine Technologist	29.16
12221 - Nursing Assistant I	10.02
12222 - Nursing Assistant II	11.26
12223 - Nursing Assistant III	12.29
12224 - Nursing Assistant IV	13.79
12235 - Optical Dispenser	18.11
12236 - Optical Technician	15.63
12250 - Pharmacy Technician	13.18
12280 - Phlebotomist	13.79
12305 - Radiologic Technologist	24.57
12311 - Registered Nurse I	22.75
12312 - Registered Nurse II	27.84
12313 - Registered Nurse II, Specialist	27.84
12314 - Registered Nurse III	33.68
12315 - Registered Nurse III, Anesthetist	33.68
12316 - Registered Nurse IV	40.36
12317 - Scheduler (Drug and Alcohol Testing)	20.76
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.05
13012 - Exhibits Specialist II	23.61
13013 - Exhibits Specialist III	28.89
13041 - Illustrator I	18.66
13042 - Illustrator II	23.13
13043 - Illustrator III	28.30
13047 - Librarian	25.61
13050 - Library Aide/Clerk	10.60
13054 - Library Information Technology Systems Administrator	23.13
13058 - Library Technician	14.66
13061 - Media Specialist I	16.68
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.82
13071 - Photographer I	17.17
13072 - Photographer II	19.67
13073 - Photographer III	23.69
13074 - Photographer IV	28.98
13075 - Photographer V	35.06
13110 - Video Teleconference Technician	19.28
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.25
14042 - Computer Operator II	18.18
14043 - Computer Operator III	20.28
14044 - Computer Operator IV	22.53
14045 - Computer Operator V	24.94
14071 - Computer Programmer I	21.66
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	16.25
14160 - Personal Computer Support Technician	22.53
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.57
15020 - Aircrew Training Devices Instructor (Rated)	34.57
15030 - Air Crew Training Devices Instructor (Pilot)	41.43
15050 - Computer Based Training Specialist / Instructor	28.57
15060 - Educational Technologist	27.95
15070 - Flight Instructor (Pilot)	41.43
15080 - Graphic Artist	20.05
15090 - Technical Instructor	23.54
15095 - Technical Instructor/Course Developer	28.80
15110 - Test Proctor	19.00
15120 - Tutor	19.90

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.39
16030 - Counter Attendant	9.39
16040 - Dry Cleaner	12.07
16070 - Finisher, Flatwork, Machine	9.39
16090 - Presser, Hand	9.39
16110 - Presser, Machine, Drycleaning	9.39
16130 - Presser, Machine, Shirts	9.39
16160 - Presser, Machine, Wearing Apparel, Laundry	9.39
16190 - Sewing Machine Operator	12.84
16220 - Tailor	13.56
16250 - Washer, Machine	10.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.47
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.01
21030 - Material Coordinator	20.74
21040 - Material Expediter	20.74
21050 - Material Handling Laborer	15.53
21071 - Order Filler	11.42
21080 - Production Line Worker (Food Processing)	15.01
21110 - Shipping Packer	13.40
21130 - Shipping/Receiving Clerk	13.40
21140 - Store Worker I	12.78
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	15.01
21410 - Warehouse Specialist	15.01
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.48
23021 - Aircraft Mechanic I	22.26
23022 - Aircraft Mechanic II	23.48
23023 - Aircraft Mechanic III	24.38
23040 - Aircraft Mechanic Helper	18.02
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	19.81
23080 - Aircraft Worker	20.71
23110 - Appliance Mechanic	21.05
23120 - Bicycle Repairer	14.53
23125 - Cable Splicer	28.34
23130 - Carpenter, Maintenance	19.67
23140 - Carpet Layer	17.11
23160 - Electrician, Maintenance	23.72
23181 - Electronics Technician Maintenance I	20.65
23182 - Electronics Technician Maintenance II	22.01
23183 - Electronics Technician Maintenance III	26.64
23260 - Fabric Worker	18.94
23290 - Fire Alarm System Mechanic	21.92
23310 - Fire Extinguisher Repairer	17.88
23311 - Fuel Distribution System Mechanic	23.48
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	17.30
23380 - Ground Support Equipment Mechanic	22.26
23381 - Ground Support Equipment Servicer	19.81
23382 - Ground Support Equipment Worker	20.71
23391 - Gunsmith I	17.88
23392 - Gunsmith II	19.99
23393 - Gunsmith III	22.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.52
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.24
23430 - Heavy Equipment Mechanic	22.88
23440 - Heavy Equipment Operator	21.41
23460 - Instrument Mechanic	21.92
23465 - Laboratory/Shelter Mechanic	21.05

23470 - Laborer	14.89
23510 - Locksmith	18.32
23530 - Machinery Maintenance Mechanic	20.20
23550 - Machinist, Maintenance	20.59
23580 - Maintenance Trades Helper	14.97
23591 - Metrology Technician I	21.92
23592 - Metrology Technician II	22.95
23593 - Metrology Technician III	24.00
23640 - Millwright	24.50
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	20.88
23790 - Pipefitter, Maintenance	23.41
23810 - Plumber, Maintenance	22.03
23820 - Pneudraulic Systems Mechanic	22.07
23850 - Rigger	22.07
23870 - Scale Mechanic	19.99
23890 - Sheet-Metal Worker, Maintenance	22.36
23910 - Small Engine Mechanic	18.10
23931 - Telecommunications Mechanic I	26.92
23932 - Telecommunications Mechanic II	27.98
23950 - Telephone Lineman	23.48
23960 - Welder, Combination, Maintenance	19.46
23965 - Well Driller	22.07
23970 - Woodcraft Worker	22.07
23980 - Woodworker	16.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.43
24580 - Child Care Center Clerk	16.23
24610 - Chore Aide	11.03
24620 - Family Readiness And Support Services Coordinator	17.23
24630 - Homemaker	16.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.00
25040 - Sewage Plant Operator	19.78
25070 - Stationary Engineer	22.00
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant Operator	19.78
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.47
27007 - Baggage Inspector	12.52
27008 - Corrections Officer	22.18
27010 - Court Security Officer	22.18
27030 - Detection Dog Handler	16.29
27040 - Detention Officer	22.18
27070 - Firefighter	20.45
27101 - Guard I	12.52
27102 - Guard II	16.29
27131 - Police Officer I	26.75
27132 - Police Officer II	29.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.50
28042 - Carnival Equipment Repairer	11.56
28043 - Carnival Equipment Worker	8.96
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.03
28350 - Park Attendant (Aide)	15.57
28510 - Recreation Aide/Health Facility Attendant	11.37
28515 - Recreation Specialist	13.83
28630 - Sports Official	11.65
28690 - Swimming Pool Operator	18.30
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.86
29020 - Hatch Tender	18.86
29030 - Line Handler	18.86
29041 - Stevedore I	17.87

29042 - Stevedore II	19.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.75
30022 - Archeological Technician II	19.39
30023 - Archeological Technician III	23.05
30030 - Cartographic Technician	23.05
30040 - Civil Engineering Technician	22.90
30061 - Drafter/CAD Operator I	16.63
30062 - Drafter/CAD Operator II	18.82
30063 - Drafter/CAD Operator III	20.75
30064 - Drafter/CAD Operator IV	25.52
30081 - Engineering Technician I	14.87
30082 - Engineering Technician II	16.68
30083 - Engineering Technician III	18.66
30084 - Engineering Technician IV	23.17
30085 - Engineering Technician V	28.33
30086 - Engineering Technician VI	34.27
30090 - Environmental Technician	24.75
30210 - Laboratory Technician	21.22
30240 - Mathematical Technician	23.05
30361 - Paralegal/Legal Assistant I	17.56
30362 - Paralegal/Legal Assistant II	23.32
30363 - Paralegal/Legal Assistant III	28.53
30364 - Paralegal/Legal Assistant IV	34.52
30390 - Photo-Optics Technician	23.05
30461 - Technical Writer I	19.51
30462 - Technical Writer II	23.85
30463 - Technical Writer III	28.88
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.75
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.05
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.83
31030 - Bus Driver	15.21
31043 - Driver Courier	14.56
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	15.49
31310 - Taxi Driver	9.90
31361 - Truckdriver, Light	15.49
31362 - Truckdriver, Medium	18.05
31363 - Truckdriver, Heavy	20.41
31364 - Truckdriver, Tractor-Trailer	20.41
99000 - Miscellaneous Occupations	
99030 - Cashier	8.64
99050 - Desk Clerk	10.46
99095 - Embalmer	27.90
99251 - Laboratory Animal Caretaker I	10.41
99252 - Laboratory Animal Caretaker II	11.04
99310 - Mortician	29.93
99410 - Pest Controller	14.50
99510 - Photofinishing Worker	10.53
99710 - Recycling Laborer	13.41
99711 - Recycling Specialist	15.28
99730 - Refuse Collector	12.45
99810 - Sales Clerk	12.47
99820 - School Crossing Guard	10.31
99830 - Survey Party Chief	20.86
99831 - Surveying Aide	14.29

99832 - Surveying Technician	18.40
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	15.35
99842 - Vending Machine Repairer Helper	13.35

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is

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

The process for preparing a conformance request is as follows:

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

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

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