

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 52		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N40085-15-R-7911		6. SOLICITATION ISSUE DATE 27-Jul-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LORNA D. TRIBBY			b. TELEPHONE NUMBER (No Collect Calls) 812-854-6021		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 26 Aug 2015	
9. ISSUED BY  NAVFAC MID ATLANTIC PWD CRANE FEAD 300 HIGHWAY 361 NSA BLDG 2516 CRANE IN 47522  TEL: FAX:		CODE N40085	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7.5M NAICS: 115310			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO		CODE	16. ADMINISTERED BY			CODE		
<b>SEE SCHEDULE</b>								
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY			CODE		
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT ( <i>Location</i> )	
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

GENERAL INFORMATION

**Request for Proposal #N40085-15-R-7911**

**Invasive Species Control**

Naval Facilities Engineering Command (NAVFAC) Mid-Atlantic – PWD Crane

Naval Support Activity (NSA) Crane, Crane IN

July 27, 2015

**GENERAL INFORMATION**

Attached to the Solicitation is an “Active Contractors Working Spreadsheet” for the Exhibit Line Items. To download the spreadsheets to your computer please do the following:

- ... Within (FBO) e-solicitation , go to the file:
  - o “ELINS\_Contractor\_Working\_Copy.xls”
  - o View/Download do a “right mouse click”
  - o At the prompt box, click on the “Save Target As”, and this will allow you to save the file to your computer.
  - o You will then be able to use this spreadsheet as a working copy for pricing of the ELINs.
- ... The only column requiring input will be the unit price column; the spreadsheet will calculate the extended price for you.
- ... ELINs must be submitted in hard copy form along with proposal package AND submitted utilizing the EXCEL working spreadsheet. The spreadsheet must be received upon the proposal receipt date. This spreadsheet must be e-mailed to Lorna Tribby at [lorna.tribby@navy.mil](mailto:lorna.tribby@navy.mil) .

**Service Contract Act Wage Determination** 1981-1257, Revision #38, dated 03/03/2015 is incorporated and attached. Forestry and Land Management Services

**NAICS Code:** 115310 –Support Activities for Forestry (Size Standard: \$7.5 million)

**FSC Code:** F018

**REQUIRED DATA SUBMISSIONS**

1. All offerors are required to register in the System for Award Management (SAM) database. *LACK OF REGISTRATION IN THE SAM DATABASE WILL MAKE THE OFFEROR INELIGIBLE FOR AWARD.* The website address for the SAM database is [www.sam.gov](http://www.sam.gov). This website is a:
  - a. Federal Government owned and operated FREE website that consolidates the capabilities in CCR/FedReg, ORCA & EPLS.
  - b. Registration in SAM is FREE, so beware of websites charging for registration.

2. All offeror's are required to complete and submit VETS-100 Federal Contractor Report on Veterans' Employment in accordance with Public Law 107-288 and FAR 52.222-37. The website address is: <http://vets100.cudenver.edu>

### **PRE-PROPOSAL CONFERENCE/SITE VISIT**

A PRE-PROPOSAL CONFERENCE/SITE VISIT HAS NOT BEEN SCHEDULED AT THIS TIME. OFFERORS WHO WOULD LIKE TO VISIT THE BASE ARE ASKED TO SUBMIT A REQUEST TO TRENT OSMON AT [trent.osmon@navy.mil](mailto:trent.osmon@navy.mil) AND A TIME WILL BE SET FOR YOU TO VISIT THE BASE.

### **QUESTIONS**

ALL QUESTIONS MUST BE SUBMITTED IN WRITING. The offeror may submit written questions via e-mail or fax to the address below specifying the section and paragraph of the RFP for which clarification is desired.

Inquires should be addressed to:  
NAVFAC Mid-Atlantic PWD Crane – Acquisition Department  
Attn: Lorna D. Tribby (Code PRB22)  
300 Highway 361  
Building 2516, NSA  
Crane, IN 47522-5082  
Phone: (812) 854-6021  
Facsimile: (812) 854-3800  
E-Mail: [lorna.tribby@navy.mil](mailto:lorna.tribby@navy.mil)

### **PROPOSAL SUBMITTAL REQUIREMENTS**

In response to this Request for Proposal, the proposal shall include an original and two (2) copies of the technical proposal bound separately with cover pages to include the solicitation #, contractor name, and "Technical Proposal for RFP N40085-15-R-7911". Offerors should address all the evaluation factors contained within FAR 52.212-2, Evaluation – Commercial Items. The proposal shall also include an original and one (1) copy of the pricing proposal containing the pre-priced line items for the base year and four option years. Attached you will find a pricing sheet to complete with your proposal. Please attach a cover sheet to include solicitation #, contractor name, and "Price Proposal for RFP N40085-15-R-7911". DO NOT include pricing information in your technical proposal.

**Proposals shall be addressed to:**  
NAVFAC Mid-Atlantic PWD Crane  
ATTN: Ms. Lorna D. Tribby Code PRB22  
Naval Support Activity, Building 2516  
300 Hwy 361  
Crane, IN 47522-5082

Proposals are due **August 26, 2015 at 2:00 p.m. Eastern Time.**

**TECHNICAL PROPOSAL SUBMISSION:** The technical proposal submission should indicate “**FOR OFFICIAL USE ONLY**” and “**SOURCE SELECTION INFORMATION.**” The envelope shall be clearly marked “**TECHNICAL PROPOSAL FOR RFP N40085-15-R-7911 (ATTN: Ms. Lorna D. Tribby, Code PRB22)**”. It is imperative that you clearly indicate on the outside of your package the Solicitation Number. Late submittals will only be considered if allowed by Federal Acquisition Regulation (FAR) 52.212-1, Instructions to Offerors – Competitive Acquisition (JAN 2004). Proposals consist of the following information, which must be completed and submitted:

- 1) SF 1449 (complete blocks 17a, 30a, 30b and 30c **include e-mail address**),
- 2) A price proposal as described in FAR 52.212-2, Evaluation – Commercial Items and form attached at the end of each seed project.
- 3) A technical proposal as described in FAR 52.212-2, Evaluation – Commercial Items

### **BASIS FOR AWARD**

The Lowest Price Technically Acceptable (LPTA) process is appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

### **POST AWARD**

Within 15 calendar days **AFTER AWARD**, contractor is required to submit a certificate of insurance. In addition, contractors are required to complete and submit for approval an activity hazard analysis and accident prevention plan in accordance with the requirements of EM 385-1-1. (More info contained in specifications)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	<p>Base Year - Invasive Species Control Ser FFP</p> <p>Work will be performed at the Naval Support Activity (NSA) Crane, Indiana. The work includes the potential for multiple task orders for the treatment of invasive species infestations at NSA Crane, Indiana. The purpose of the work is to control invasive species infestations including, but not limited to, Wisteria (wisteria spp.) Kudzu (Pueraria lobata) , Ailanthus (ailanthus altissima), Privet (Ligustrum spp.), Bush Honeysuckle: Tartarian (tatarica), Morrow's (morrowii), Belle (. x bella), and Amur (maackii), Garlic Mustard (Alliaria petiolata), Wineberry (Rubus phoenicolasius), Japanese Stiltgrass (Microstegium vimineum) and Autumn Olive (ealaegnus umbellate). ELINs for CLIN 0001 are A001 - A010.</p> <p>FOB: Destination</p>		Each		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002 OPTION	Option Period #1 - Invasive Species FFP Work will be performed at the Naval Support Activity (NSA) Crane, Indiana. The work includes the potential for multiple task orders for the treatment of invasive species infestations at NSA Crane, Indiana. The purpose of the work is to control invasive species infestations including, but not limited to, Wisteria (wisteria spp.) Kudzu (Pueraria lobata) , Ailanthus (ailanthus altissima), Privet (Ligustrum spp.), Bush Honeysuckle: Tartarian (tatarica), Morrow's (morrowii), Belle (. x bella), and Amur (maackii), Garlic Mustard (Alliaria petiolata), Wineberry (Rubus phoenicolasius), Japanese Stiltgrass (Microstegium vimineum) and Autumn Olive (ealaegnus umbellate). ELINs for CLIN 0002 are B001 - B010. FOB: Destination		Each		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003 OPTION	Option Period #2 - Invasive Species FFP Work will be performed at the Naval Support Activity (NSA) Crane, Indiana. The work includes the potential for multiple task orders for the treatment of invasive species infestations at NSA Crane, Indiana. The purpose of the work is to control invasive species infestations including, but not limited to, Wisteria (wisteria spp.) Kudzu (Pueraria lobata) , Ailanthus (ailanthus altissima), Privet (Ligustrum spp.), Bush Honeysuckle: Tartarian (tatarica), Morrow's (morrowii), Belle (. x bella), and Amur (maackii), Garlic Mustard (Alliaria petiolata), Wineberry (Rubus phoenicolasius), Japanese Stiltgrass (Microstegium vimineum) and Autumn Olive (ealaegnus umbellate). ELINs for CLIN 0003 are C001 - C010. FOB: Destination		Each		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004 OPTION	Option Period #3 - Invasive Species FFP		Each		
	<p>Work will be performed at the Naval Support Activity (NSA) Crane, Indiana. The work includes the potential for multiple task orders for the treatment of invasive species infestations at NSA Crane, Indiana. The purpose of the work is to control invasive species infestations including, but not limited to, Wisteria (wisteria spp.) Kudzu (Pueraria lobata) , Ailanthus (ailanthus altissima), Privet (Ligustrum spp.), Bush Honeysuckle: Tartarian (tatarica), Morrow's (morrowii), Belle (. x bella), and Amur (maackii), Garlic Mustard (Alliaria petiolata), Wineberry (Rubus phoenicolasius), Japanese Stiltgrass (Microstegium vimineum) and Autumn Olive (ealaegnus umbellate). ELINs for CLIN 0004 are D001 - D010.                      FOB: Destination</p>				

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005 OPTION	Option Period #4 - Invasive Species FFP Work will be performed at the Naval Support Activity (NSA) Crane, Indiana. The work includes the potential for multiple task orders for the treatment of invasive species infestations at NSA Crane, Indiana. The purpose of the work is to control invasive species infestations including, but not limited to, Wisteria (wisteria spp.) Kudzu (Pueraria lobata) , Ailanthus (ailanthus altissima), Privet (Ligustrum spp.), Bush Honeysuckle: Tartarian (tatarica), Morrow's (morrowii), Belle (. x bella), and Amur (maackii), Garlic Mustard (Alliaria petiolata), Wineberry (Rubus phoenicolasius), Japanese Stiltgrass (Microstegium vimineum) and Autumn Olive (ealaegnus umbellate). ELINs for CLIN 0005 are E001 - E010. FOB: Destination		Each		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9000	EXHIBIT A FFP BASE PERIOD EXHIBIT LINE ITEMS A001-A012. FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001	EXHIBIT B FFP OPTION PERIOD 1 EXHIBIT LINE ITEMS B001-B012. FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9002	EXHIBIT C FFP OPTION PERIOD 2 EXHIBIT LINE ITEMS C001-C012. FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9003	EXHIBIT D FFP OPTION PERIOD 3 EXHIBIT LINE ITEMS D001-D012. FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9004	EXHIBIT E FFP OPTION PERIOD 4 EXHIBIT LINE ITEMS E001-E012. FOB: Destination				

---

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
9000	N/A	N/A	N/A	Government
9001	N/A	N/A	N/A	Government
9002	N/A	N/A	N/A	Government
9003	N/A	N/A	N/A	Government
9004	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2015 TO 31-AUG-2016	N/A	N/A FOB: Destination	

0002	POP 01-SEP-2016 TO 31-AUG-2017	N/A	N/A FOB: Destination	
0003	POP 01-SEP-2017 TO 31-AUG-2019	N/A	N/A FOB: Destination	
0004	POP 01-SEP-2018 TO 31-AUG-2019	N/A	N/A FOB: Destination	
0005	POP 01-SEP-2019 TO 31-AUG-2020	N/A	N/A FOB: Destination	
9000	N/A	N/A	N/A	N/A
9001	N/A	N/A	N/A	N/A
9002	N/A	N/A	N/A	N/A
9003	N/A	N/A	N/A	N/A
9004	N/A	N/A	N/A	N/A

#### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.232-25	Prompt Payment	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States

must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

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

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Lowest Price Technically Acceptable (LPTA) process is appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. The following factors shall be used to evaluate offers:

### **Evaluation Factors:**

1. The solicitation requires the evaluation of price and the following non-cost/price (technical) factors

- Factor 1 – Past Performance/Experience
- Factor 2 – Safety
- Factor 3 – Contractor Work Plan

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

**FACTOR #1: PAST PERFORMANCE/EXPERIENCE.** Provide as references a list of up to 3 contracts similar in scope, size, and complexity of this solicitation completed during the past 3 years. All contracts currently in process must be provided. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Complete and include with your list the following for each reference:

-Correct names, phone numbers and email addresses of the point of contact for each reference.

-Brief Description of Project (Include types of species eradicated, acres)

The Government reserves the right to contact any other sources of information that may have knowledge or information on an offeror's relevant past performance history.

### **FACTOR #2: SAFETY.**

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

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

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the *three* previous complete calendar years 2012, 2013, and 2014, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

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

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

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

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

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

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

**FACTOR #3: CONTRACTOR WORK PLAN.** (1) Solicitation Submittal Requirements: The offeror shall demonstrate an in-depth understanding of the contract requirements. Evaluation will focus on the contractor's work plan and their ability in managing and executing a project of similar size and scope within a similar work environment. Factors to be considered include, project supervision, coordination of subcontractor, quality control, ability to respond to unknown/unforeseen conditions, and an effective scheduling program that includes flexibility in meeting the customer's

fluctuating schedule and providing a detailed contingency work plan.

- ... Demonstrate ability to coordinate and supervise work requirements as well as subcontractors at a single location and at multiple locations simultaneously,
- ... Describe quality control organization and quality control procedures that adequately assure high quality performance
- ... Provide a list of chemicals to be used with labels and MSC sheets (Planned Pesticide Use Sheets)
- ... Provide copies of Pesticide Application Certification (Pesticide Applicator licenses for individuals and Company license for the State of Indiana)
- ... Describe application methods
- ... Application rates
- ... Describe spray controls (i.e. avoidance of runoff, overspray, spills, etc.)
- ... Equipment to be used
- ... Demonstrate ability to respond to unknown/unforeseen conditions
- ... Describe your scheduling approach. Scheduling approach should take into account all foreseeable factors that will affect the completion of the project including but not limited to identification and monitoring of submittals, equipment/material purchases/delivery and the actual work activities. Also scheduling approach should take into account flexibility in meeting the customer's fluctuating schedule and providing a detailed contingency work plan. For example: the restrictions associated with Government and storage operations and working in restricted areas

(2) Basis of Evaluation: Evaluation will focus on the offeror's ability to accomplish the work including management of subcontractors and work at multiple sites simultaneously. The offeror's quality control organization and procedures are more than adequate to assure high quality performance. The offeror's chemical use and pesticide application meets or exceeds federal, state, and local regulations as well as the contract requirements. Persons performing the work are licensed in the State of Indiana. The proposal clearly details a plan responding to unforeseen/unknown conditions. Scheduling program and the factors considered in scheduling include identifying and monitoring submittals equipment/material purchases/delivery and the actual work activities as well as the ability to complete the project within an acceptable schedule. The offeror's scheduling program is flexible to meet the customer's fluctuating schedule and includes a detailed contingency work plan.

**FACTOR #4: PRICE.** (1) Solicitation Submittal Requirements: The basis of price proposal shall be the exhibit line items (ELINS) for each of the contract periods. Offerors shall complete and submit the SF1449, and Exhibit Line Items for the entire project. In order to show the offeror's ability to obtain adequate financial resources to support this project, the offeror shall submit a letter from a bank or other financial institution stating their available line of credit and that their accounts are in good standing. Representations and certifications shall be completed on-line in accordance with FAR 52.212-3. In addition, complete and submit the information required in Section 00600 of the specifications.

Offerors shall indicate on the proposal that prices are valid for not less than ninety (90) days

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (the total price of Exhibits A, B, C, D, and E). The Government intends to evaluate all options and has included the provision FAR 52.212-2, Evaluation - Commercial Items (JAN 1999) in the solicitation. In accordance with FAR 52.212-2, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the solicitation.
- (ii) Comparison of proposed prices with the independent Government estimate
- (iii) Comparison of proposed prices with available historical information

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

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

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

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

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

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

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

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

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

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

Sensitive technology--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

—

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

—	—
---	---

[List as necessary]

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

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated

country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting

Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

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

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

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

[  ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has

made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) (  ) Outside the United States.

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

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

(2) (  ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_ ) TIN: -----.

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

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

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

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

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

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

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

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

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

( \_\_\_ ) Foreign government;

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

( \_\_\_ ) Other -----.

(5) Common parent.

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

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

Name - \_\_\_ .

TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

\_\_\_

Immediate owner legal name:

\_\_\_

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

Is the immediate owner owned or controlled by another entity:

[ \_\_\_ ] Yes or [ \_\_\_ ] No.

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

Highest-level owner CAGE code:

\_\_\_

Highest-level owner legal name:

\_\_\_

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

(End of Provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
  - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u) Unauthorized Obligations.

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar

legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (MAY 2015)

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

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

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

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

(b)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

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

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi)

X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract completion date.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

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

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

(1) Any order for a single item in excess of \$30,000.00 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of \$60,000.00 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the

Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days after contract completion date.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days after contract completion date.

(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)

## 52.252-1 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/vffara.htm>

(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/vffara.htm>

(End of clause)

## 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_

\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

**Navy Construction /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.

N61154

(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	<b>N68732</b>
Issue By DoDAAC	<b>N40085</b>
Admin DoDAAC	<b>N40085</b>
Inspect By DoDAAC	<b>N61154</b>
Ship To Code	<b>N61154</b>
Ship From Code	<b>Not Applicable</b>
Mark For Code	<b>Not Applicable</b>
Service Approver (DoDAAC)	<b>Not Applicable</b>
Service Acceptor (DoDAAC)	<b>N61154</b>
Accept at Other DoDAAC	<b>Not Applicable</b>
LPO DoDAAC	<b>N61154</b>
DCAA Auditor DoDAAC	<b>Not Applicable</b>
Other DoDAAC(s)	<b>Not Applicable</b>

(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.

**Lorna Tribby, e-mail: [lorna.tribby@navy.mil](mailto:lorna.tribby@navy.mil)**

**Trent Osmon, e-mail: [trent.osmon@navy.mil](mailto:trent.osmon@navy.mil)**

(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.

**Lorna Tribby, phone: 812-854-6021 or e-mail: [lorna.tribby@navy.mil](mailto:lorna.tribby@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.

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

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

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

task/delivery orders will be issued on a Standard Form (SF 30).  
Task orders may be modified orally by the Ordering Officer in emergency circumstances.  
Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued.

(End of clause)

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

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

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

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

#### 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

#### 5252.242-9300 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 10 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

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

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

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

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

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 4 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 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 20 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 \_\_\_20\_\_ 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 \_\_30\_\_ minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below:

5252        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 \_\_\_20\_\_ 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 \_\_\_20\_\_ 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 \_\_20\_\_ percent of the computed cost.

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

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

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

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

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



WD 81-1257 (Rev.-38) was first posted on www.wdol.gov on 03/03/2015

Forestry and Land Management Services

\*\*\*\*\*

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

Diane C. Koplewski	Division of Wage		Wage Determination No: 1981-1257
Director	Determinations		Revision No: 38
			Date Of Revision: 02/23/2015

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](http://www.dol.gov/whd/govcontracts).

State: Indiana  
 Area: Indiana Statewide

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

Employed on service contracts for forestry, land management, timber inventory, cultural resource inventory and related services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		12.72
08040 - Choker Setter		14.96
08070 - Faller/Bucker		17.97
08100 - Fire Lookout		12.72
08130 - Forestry Equipment Operator		18.36
08160 - Forestry/Logging Heavy Equipment Operator		20.20
08190 - Forestry Technician		20.20
08250 - General Forestry Laborer		13.26
08280 - Nursery Specialist		12.27
08310 - Slash Piler/Burner		12.72
08340 - Tree Climber		14.22
08370 - Tree Planter		10.39
08400 - Tree Planter, Mechanical		10.39

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

\*\* 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.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 ensure 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.

**0100000 – General Information**

Spec Item	Title	Description
1	General Information	<p><b>GENERAL INTENTION.</b> This work involves the treatment of invasive species infestations occurring in areas located at the Naval Support Activity Crane. The purpose of the work is to control invasive species infestations including, but not limited to, Wisteria (<i>wisteria spp.</i>) Kudzu (<i>Pueraria lobata</i>), Ailanthus (<i>ailanthus altissima</i>), Privet (<i>Ligustrum spp.</i>), Bush Honeysuckle: Tartarian (<i>tatarica</i>), Morrow's (<i>morrowii</i>), Belle (. <i>x bella</i>), and Amur (<i>maackii</i>), Garlic Mustard (<i>Alliaria petiolata</i>), Wineberry (Rubus phoenicolasius), Japanese Stiltgrass (<i>Microstegium vimineum</i>) and Autumn Olive (<i>ealaegnus umbellate</i>). This work will be accomplished by means of a <b>requirements</b> type contract utilizing the Simplified Acquisition Procedures in Part 12 of the Federal Acquisition Regulation. As such, the total value of task orders issued under this contract shall not exceed \$500,000.00.</p> <p><b>Under the terms of a requirements type of contact, the Government does not guarantee a minimum amount of services to be ordered.</b> However, the Government is obligated to order from the Contractor, and no other source, all supplies or services of the type described in this contract, which are contracted for during the contract term. Exceptions are work that will be accomplished by Government forces, work under the Government Purchase Card threshold that is currently \$2,500, and incidental work included as part of other contracts such as the Forestry Services Contract in which remote Ailanthus stems are to be treated when encountered in less than “infestation” amounts (defined as less than 15 stems per acre).</p> <p><b>If the contractor does not accept an order, the Government reserves the right to procure the services from other sources.</b></p> <p>This contract contains provisions for a 12-month base period plus (4) 12-month option periods. The maximum term of this contract is 5 years or \$500,000.00 in total task orders, whichever comes first.</p> <p>Offerors shall submit a complete Schedule of Prices consisting of Exhibit Line Items (ELINS) as part of the price proposal. Upon award, the approved Schedule of Prices shall be a part of the contract and provide the basis for fixed unit prices. Pricing for the Schedule of Prices shall be obtained by <u>entering the proposed unit price for each Exhibit Line Item (ELIN) listed</u>, multiplying it by the estimated quantity, and entering the mathematical extension in the subtotal column. Subtotals will then be added to provide an “Estimated Total Price” for each contract year. Unbalancing or failure to enter a unit price for each ELIN listed in the Schedule of Prices may be cause for rejection of the proposal. <b>The sum of all “Estimated Total Price” figures from each contract year will be the determining factor for selecting successful bidder. This amount is not, however, a guarantee of contract value but only an exercise to establish best value to the government.</b></p> <p>In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended proposal and the total recomputed accordingly. If the offeror provides a total amount for a contract item but fails to enter the unit price, the amount divided by the specified quantity will be held to be the intended unit price.</p>

0100000 – General Information		
Spec Item	Title	Description
		<b>PRE-PRICED LINE ITEMS:</b> The contractor shall submit pre-priced line items for the base period and option periods #1-4. These pre-priced line items shall include all increases for material, equipment, and other costs. The current Service Contract Act Wage Determination will be incorporated at the time the option is exercised.
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at NSA Crane, Crane, via an indefinite delivery-indefinite quantity (IDIQ) requirements contract, utilizing FAR Part 12 Commercial Acquisitions. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements.</p> <p>Annex 1 General Information  Annex 2 Management and Administration  Annex 3 Command and Staff--NA  Annex 4 Public Safety--NA  Annex 5 Air Operations--NA  Annex 6 Port Operations--NA  Annex 7 Ordnance--NA  Annex 8 Range Operations--NA  Annex 9 Health Care Support--NA  Annex 10 Supply--NA  Annex 11 Personnel Support--NA  Annex 12 Morale, Welfare and Recreation Support --NA  Annex 13 Galley--NA  Annex 14 Housing--NA  Annex 15 Facilities Support  1503020 Pest Control</p> <p>Annex 16 Utilities--NA  Annex 17 Base Support Vehicles and Equipment--NA  Annex 18 Environmental--NA</p>
1.2	Project Location	Naval Support Activity Crane, Crane, Indiana
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional Invasive Species monitoring and control services at additional locations in addition to the services and locations identified in the Firm-Fixed Price requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	The installation is an industrial operation with 10 tenant activities with approximately 64,000 acres of woods, grass land and industrial areas, with 412 miles of road way and 95 miles of rail, surrounded by Martin, Daviess, Green and Lawrence Counties in Southern Indiana.

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	The local climate produces spring – summer - fall and winter seasons. Due to the Indiana endangered “Indiana Bat” tree removal is limited to a window of time running from September 30 through April 1 of the following year. Work outside the limits requires approval of the U.S. Fish and Wildlife Service prior to any tree removal.
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Firm Fixed-Price (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Indefinite Quantity (IDIQ) requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all firm fixed priced specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.</p>
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

**0200000 – Management and Administration****Table of Contents**

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

**0200000 – Management and Administration****Table of Contents**

<b>Spec Item</b>	<b>Title</b>
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.1.4	Environmental/Energy Manager
2.7.2	Employee Requirements
2.7.2.1	Employee Certification and Training
2.7.2.2	Employee Appearance
2.7.2.3	Employee Conduct
2.7.2.4	Identification as Contractor Employee
2.7.2.5	Removal of Employees
2.7.2.6	Proof of Legal Residency
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.3	Passes and Badges
2.8.4	Access to Installation
2.8.4.1	NCACS Program
2.8.4.2	One-Day Passes
2.8.5	Access to Buildings
2.8.6	Access Arrangements
2.8.6.1	Escort Arrangement for Secured Areas
2.8.7	Security Clearances
2.8.8	Access to Sensitive Unclassified Information
2.8.9	Employee Status
2.9	Contractor Safety Program
2.9.1	Accident Prevention Plan (APP)
2.9.2	Activity Hazard Analysis (AHA)
2.9.3	Occupational Risk and Compliance Plans
2.9.3.1	Abrasive Blasting Plan
2.9.3.2	Access/Haul Road Plan
2.9.3.3	Alcohol and Drug Abuse Prevention Plan
2.9.3.4	Asbestos Abatement Plan
2.9.3.5	Chemical Hazard Communication Program
2.9.3.6	Confined Space Program
2.9.3.7	Critical Lift Plan
2.9.3.8	Demolition Plan
2.9.3.9	Emergency Response Plans
2.9.3.10	Excavation/Trenching Plan
2.9.3.11	Fall Prevention and Protection Plan
2.9.3.12	Fire Prevention Program
2.9.3.13	Floating Plant Severe Weather Precaution Plan and Marine Emergency Plan
2.9.3.14	Hazardous Energy Control Program
2.9.3.15	Health Hazard Control Program and Hazard Communication Program
2.9.3.16	Heat/Cold Stress Monitoring Plan
2.9.3.17	Lead Compliance and Abatement Plan
2.9.3.18	Radiation Safety Program
2.9.3.19	Respiratory Protection Program
2.9.3.20	Site Sanitation Plan
2.9.3.21	Temporary Facility Layout Plan
2.9.3.22	Underground Emergency Rescue Plan

**0200000 – Management and Administration****Table of Contents**

<b>Spec Item</b>	<b>Title</b>
2.9.4	Accident and Damage Reporting
2.9.4.1	Accident Reporting and Notification Criteria
2.9.5	Fire Protection
2.9.6	Monthly On-Site Labor Report
2.9.7	OSHA Citations and Violations
2.9.8	Safety Inspections and Monitoring
2.9.9	Safety Certification
2.9.10	Safety Apparel on Jobsites
2.10	Environmental Management and Sustainability
2.10.1	Energy Management Program
2.10.1.1	Water Conservation Plan
2.10.1.2	Energy Efficient Products
2.10.2	Environmental Protection
2.10.2.1	ODS Requirements for Refrigerant Recycling
2.10.2.2	Non-Hazardous Waste Disposal
2.10.2.3	Hazardous Waste Disposal
2.10.2.4	Spill Prevention, Containment, and Clean-up
2.10.2.5	Hazardous Material Management
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.7	Noise Control
2.10.2.8	Salvage
2.10.2.9	Asbestos Containing Material (ACM)
2.10.3	Sustainable Procurement and Practices
2.10.3.1	Environmentally Preferable Products
2.10.3.2	Use of Recovered Materials
2.10.3.3	Use of Biobased Products
2.10.4	Pesticides
2.10.5	Report of Pest Management Operations
2.10.6	On-Site Mixing
2.10.7	On-Site Materials Storage
2.10.8	Occupied Spaces
2.11	Disaster Preparedness
2.12	Technical Library
2.13	Warranty Management
2.14	FFP Work Procedures
2.14.1	Notification to the Government for Work Above the FFP Limitations
2.14.2	FFP Exhibit Line Item Numbers (ELINs)
2.14.3	Common Output Level Standards (COLS) Options
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services
2.14.3.2	Option to Change COLS at Contract Award
2.14.3.3	Option to Change COLS at Exercise of an Option Period
2.15	IDIQ Work
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)
2.15.2.1	IDIQ Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Material and Equipment Requirements

<b>0200000 – Management and Administration</b>	
--	--

<b>Table of Contents</b>	
--------------------------	--

<b>Spec Item</b>	<b>Title</b>
2.15.2.2	Issuance of Final Task Order
2.15.3	IDIQ ELINS

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0630-1700, five days per week, Monday through Friday, except observed Federal 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, Weekend Work Request, See Section J, PDF Attachments.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	None
2.2.2	Wage Determinations	<p>Refer to Section J, J-1503020-01 for wage determinations. a) The Contractor shall pay mechanics and laborers employed or working directly upon the site of the work wage rates not less than those determined as prevailing by the Secretary of Labor and contained in the wage determination decisions that is attached to this specification or addendum thereto. In the event of any difference between the Contractor and the Government concerning the proper wage rates to be paid, the classification of employees to conform to prevailing practice, the amount of wages due employees or any other application or interpretation of the labor standards provisions in this contract, the difference shall be referred to the Contracting Officer who shall determine that matter with advice from the Secretary of Labor as required by the Department of Labor Regulations.</p> <p>b) Investigation of Labor Conditions. The wage determination decision of the Secretary of Labor attached hereto or included by amendment is made part of this contract for the purpose of setting forth the minimum hourly wage rates required to be paid by the Service Contract Act. The rates set forth in the wage determination are no warranty that labor will be available at these rates. Bidders are advised to make their own investigation to determine local labor conditions.</p> <p>c) Wage determination decision of the Secretary of Labor No.: Service Contract Act Wage Determination #1981-1257, Revision #38, dated <u>03/03/2015</u> 2005-2183 Rev 7 dated 5/26/2009 applies to work performed at NSA Crane. Wage determinations will be updated annually when the next contract option period is exercised.</p>
2.2.3	Requirements Hierarchy	<p>The date the Contracting Officer signs the SF 1449 is the date of the contract award for the FFP work requirements.</p> <p>A period of 15 calendar days, after which contract time commences, is to allow for the mailing of the SF-1449, and the contractor's submission of Certificate of Insurance and certification as to the percentage of work to be performed by the Contractor.</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>Task Orders for the IDIQ work requirements may be issued 15 calendar days following date of award for a period of 365 calendar days thereafter. Task Orders will state the start and completion dates of individual orders.</p> <p>The Government reserves the right to establish or change priorities in the phases of work in process within a location or in the order of performance of Task Orders.</p> <p>The Government reserves the right to require the Contractor to provide services under multiple Task Orders for multiple locations simultaneously. This dollar amount of work is not an obligation by the Government, but is used to indicate to the Contractor, the Government's possible requirement of doing a considerable amount of work in a short performance period, or several small amount orders in simultaneous performance periods. When at all possible, the Government will provide Task Orders to the Contractor at such intervals that will allow the contractor to schedule the performance of the work in a fair and reasonable timeframe.</p>
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination contract pre start meeting.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	NA
2.3.3	Partnering	<p>To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> <li>- The first goal is to develop a cohesive team with common purpose, commitment and established communication processes.</li> <li>- The second goal of partnering is contract specific, identifying risks and opportunities for the team to address.</li> <li>- The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.</li> </ul> <p>The Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.</p>
2.3.3.1	Informal Partnering	The Contracting Officer shall organize the initial Partnering Meeting with

<b>0200000 - Management and Administration</b>																						
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>																				
		<p>key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>																				
2.3.3.2	Contract Partnering Administration	NA																				
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p> <p>* Project Manager</p> <p>* Quality Manager</p> <p>Site Safety and Health Officer</p>																				
2.3.4	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable federal, state and local laws and regulations. Provide evidence of such permits and licenses to the KO before work commences and at other times as requested by the KO. Business permits shall be submitted with the contract proposal. Copies of renewed licenses shall also be submitted.																				
2.3.5	Insurance	The Certificate of Insurance shall provide for at least 30 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.																				
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.																				
2.3.5.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage. (Reference FAR 52.228-5 Insurance Work on a Government Installation)</p> <table border="1"> <thead> <tr> <th><u>TYPE OF INSURANCE</u></th> <th><u>PER PERSON</u></th> <th><u>PER ACCIDENT</u></th> <th><u>PROPERTY</u></th> </tr> </thead> <tbody> <tr> <td>(1) Comprehensive General Liability</td> <td>\$100,000</td> <td>\$500,000</td> <td>\$100,000</td> </tr> <tr> <td>(2) Automobile Liability</td> <td>\$200,000</td> <td>\$500,000</td> <td>\$ 20,000</td> </tr> <tr> <td colspan="4">(3) Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease laws.</td> </tr> <tr> <td colspan="4">(4) Employer's Liability Coverage: \$100,000, except in States where</td> </tr> </tbody> </table>	<u>TYPE OF INSURANCE</u>	<u>PER PERSON</u>	<u>PER ACCIDENT</u>	<u>PROPERTY</u>	(1) Comprehensive General Liability	\$100,000	\$500,000	\$100,000	(2) Automobile Liability	\$200,000	\$500,000	\$ 20,000	(3) Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease laws.				(4) Employer's Liability Coverage: \$100,000, except in States where			
<u>TYPE OF INSURANCE</u>	<u>PER PERSON</u>	<u>PER ACCIDENT</u>	<u>PROPERTY</u>																			
(1) Comprehensive General Liability	\$100,000	\$500,000	\$100,000																			
(2) Automobile Liability	\$200,000	\$500,000	\$ 20,000																			
(3) Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease laws.																						
(4) Employer's Liability Coverage: \$100,000, except in States where																						

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>workers compensation may not be written by private carriers.</p> <p>(5) Other as required by State Law.</p> <p>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.</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	NA
2.3.8	Directives, Instructions, and References	The Contractor, all employees and all subcontractors shall become acquainted with and obey all Station Regulations, including fire, traffic, safety, security regulations and applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions. A copy of the Contractors Operational Manual is available on the internet @ <a href="http://www.crane.navy.mil">www.crane.navy.mil</a> ; Search – Contractor’s Operations manual - <a href="http://www.crane.navy.mil/contacts/contractorsoperationsmanual.pdf">http://www.crane.navy.mil/contacts/contractorsoperationsmanual.pdf</a>
2.3.9	Invoicing Procedures	Refer to contract clause 52.212-4 Contract Terms and Conditions- Commercial Items (g) Invoice for invoicing procedures. All invoices shall be submitted electronically in accordance with DFARS 252.232-7006.
2.3.10	Forms	The Contractor shall prepare, submit and maintain accurate and complete documents within the required time frames as specified in this contract. The Contractor shall record and report all pest control operations in accordance with State and DoD regulations.
2.4	Government-Furnished Property, Materials and Services	In accordance with NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.
2.4.1	Government-Furnished Facilities (GFF)	The Government will not provide office space or operational facilities to the Contractor.
2.4.2	Government-Furnished Utilities	The Government will furnish utility services as specified in NAVFAC 5252.245-9300, "GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES" clause.
2.4.3	Government-Furnished	The Government will not provide materials to the Contractor.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
	Materials (GFM)	
2.4.4	Government-Furnished Equipment (GFE)	The Government will not provide equipment to the Contractor.
2.4.5	Government-Furnished Services (GFS)	The Government will not provide services to the Contractor.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCB's shall not be brought on site. The KO may at any time require samples, Material Safety Data Sheets (MSDS), manufacturer's data cut sheets of materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	<p>The Contractor shall implement all necessary work control procedures to ensure fully adequate and timely completion of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and status reports shall be provided when requested by the KO. The status of any item of work must be provided within two hours of the inquiry during regular working hours, and within four hours after regular working hours.</p> <p>The Contractor is required to submit a signed "Daily Report by Inspector" Form NSWC 11013/1 (REV. 11-81) as required. A copy of this form is provided in Section J, Attachment J-1503020-10. The form shall be submitted to the KO no later than 2 work days after work was performed. Records shall be made available upon request for inspection, and shall be forwarded to the KO with the invoice for services. Records rejected by the KO due to improper preparation shall be corrected and returned by the Contractor at no additional cost to the Government.</p>
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>within the required timeframes as specified in Section F.</p> <p>Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p>
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	NA
2.6.7	Quality Management System (QMS)	<p>The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> <li>• Accurate documentation of work processes, procedures, and output measures.</li> <li>• A systematic procedure for assessing compliance with performance objectives and standards.</li> <li>• Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</li> </ul> <p>Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</p>
2.6.7.1	Quality Management (QM) Plan	<p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Policy and objectives of Quality Management System (QMS)</li> <li>• Quality organization <ul style="list-style-type: none"> <li>○ List of personnel</li> <li>○ Responsibilities &amp; lines of authority</li> <li>○ Training and qualifications</li> </ul> </li> <li>• Approach to assuring quality of services provided and conformance with performance objectives and standards</li> <li>• Methods and procedures for effective planning, operation and control of processes and performance of work</li> <li>• Procedures for inspection and surveillance of services <ul style="list-style-type: none"> <li>○ Scheduling and performance of inspection and surveillance</li> <li>○ Measurement, data collection and analysis</li> <li>○ Corrective action, preventive action, and continuous improvement</li> <li>○ Oversight of subcontracted work</li> </ul> </li> <li>• Documentation and records management</li> </ul> <p>Communication with government (customers)</p>
2.6.7.2	Quality Inspection and Surveillance	<ul style="list-style-type: none"> <li>• 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</li> </ul>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		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	<ul style="list-style-type: none"> <li>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.</li> </ul>
2.6.8	Property Management Plan	NA
2.6.9	System and Equipment Replacement	NA
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)	The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.
2.7.1.2	Quality Manager	The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. <u>The Quality Manager may be the same person as the SSHO.</u>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		safety programs on contracts of similar size and complexity in the past.
2.7.1.4	Environmental/Energy Manager	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee Requirements	<p>The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently provide pest control services. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can read and understand printed regulations, detailed written orders, operating procedures, training instructions and materials.</p> <p>The Contractor shall ensure that all Contractor personnel have received proper safety training, appropriate to their respective jobs. At a minimum, all Contractor personnel shall have attended the OSHA 10 hour safety course, or equivalent. Proof of employee training shall be made available upon request of the KO.</p> <p>The Contractor shall implement an ongoing training program that refreshes the safety skills, qualifications and awareness of the Contractor workforce on a regular, periodic basis. The details of the Contractor's safety training program shall be included as part of the Contractor's Accident Prevention Plan, as required in Spec Item 2.9.1</p>
2.7.2.1	Employee Certification and Training	All Contractor personnel who apply pesticides shall be certified and licensed by the State of Indiana in the categories required to perform the work specified in this contract. All work performed shall be in accordance with federal, state, local laws, and installation regulations. Within 15 days after award of this contract and prior to the start of work the Contractor shall provide proof of License to the KO.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
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 citizenship is furnished.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a></p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk , linked at <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.</p>
2.8	Security Requirements	<p>The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.</p> <p>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.</p> <p>Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.</p> <p>All inquiries, comments, or complains 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 direct to the activity Commander.</p> <p>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.</p>
2.8.1	Employee Listing	The Contractor shall maintain and provide upon request a current listing of employees. The list shall include employee's name, address, and position. A copy of this listing shall be submitted to the KO, 5 days prior to the start

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		of work.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes as required. All Contract employees are required to be badged through the Non-Common Access Card (N-CAC) Contractors/Vendors Program (i.e. RapidGate). Each employee shall wear their badge(s) over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's badge shall be returned to the facility the same day. Employee identification shall not be substituted for the station required badge. Rapid Gate information can be found at the following web site: <a href="http://www.eidpassport.com/vendor/qualify.html">http://www.eidpassport.com/vendor/qualify.html</a> . All cost associated with Rapid Gate shall be the responsibility of the Contractor. All badge requests, other than Rapid Gate, shall be a one day pass. Requests for one day passes shall be submitted to the Contracting Officer's representative at least 2 days prior to base access.
2.8.4	Access to Installation	Contractor will arrange for access to installation with COR prior to arrival if badging has not been acquired. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times
2.8.4.1	NCACS Program	See section 2.8.3 above
2.8.4.2	One-Day Passes	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 RapidGate Program
2.8.5	Access to Buildings	Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties.
2.8.6	Access Arrangements	<p>a) The Contractor shall make all arrangements necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority.</p> <p>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.</p> <p>c) The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his/her employees. If the KO decides that a lock must be replaced because of the loss of a key, by the Contractor or Contractor employee, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the KO has reasonable cause to believe that the combination has been compromised.</p> <p>d) The Contractor shall secure all buildings and facilities entered during</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6.1	Escort Arrangement for Secured Areas	<p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort..</p>
2.8.7	Security Clearances	NA
2.8.8	Access to Sensitive Unclassified Information	NA
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., IDIQ task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically: the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services.</p> <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> <li>• The steps of the service process;</li> <li>• Identify potential hazards that exist as a result of the Contractor's service process within the environment;</li> <li>• Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• Inspection requirements to assure service activity is safe; and</li> <li>• Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.</li> </ul> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.3	Occupational Risk and Compliance Plans	The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.
2.9.3.1	Abrasive Blasting Plan	NA
2.9.3.2	Access/Haul Road Plan	NA
2.9.3.3	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.4	Asbestos Abatement Plan	NA
2.9.3.5	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.6	Confined Space Program	NA
2.9.3.7	Critical Lift Plan	NA
2.9.3.8	Demolition Plan	NA
2.9.3.9	Emergency Response Plans	<p>The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.</p> <p>The Contractor shall comply with the activity's Contingency Instruction <i>in Contractors Operations Manual</i>  <a href="http://www.crane.navy.mil/contacts/contractorsoperationsmanual.pdf">http://www.crane.navy.mil/contacts/contractorsoperationsmanual.pdf</a></p>
2.9.3.10	Excavation/Trenching Plan	NA
2.9.3.11	Fall Prevention and	NA

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
	Protection Plan	
2.9.3.12	Fire Prevention Program	The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.
2.9.3.13	Floating Plant Severe Weather Precaution Plan and Marine Emergency Plan	NA
2.9.3.14	Hazardous Energy Control Program	NA
2.9.3.15	Health Hazard Control Program and Hazard Communication Program	The Contractor shall develop a project-specific health hazard control program and chemical hazard communication program to include elements addressed in paragraphs 06.A and 06.B of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.16	Heat/Cold Stress Monitoring Plan	The Contractor shall develop a heat/cold stress monitoring plan to include elements addressed in paragraph 06.I.02 of EM 385-1-1.
2.9.3.17	Lead Compliance and Abatement Plan	NA
2.9.3.18	Radiation Safety Program	NA
2.9.3.19	Respiratory Protection Program	The Contractor shall develop a respiratory protection program to include elements addressed in paragraph 05.G of EM 385-1-1 and the OSHA's respiratory protection standard specified in 29 CFR 1910.134.
2.9.3.20	Site Sanitation Plan	The Contractor shall develop a site sanitation plan to include elements addressed in Section 2 of EM 385-1-1.
2.9.3.21	Temporary Facility Layout Plan	NA
2.9.3.22	Underground Emergency Rescue Plan	NA
2.9.4	Accident and Damage Reporting	<p>The Contractor shall report all accidents, mishaps, and near misses to the KO in a timely manner, as described below:</p> <ul style="list-style-type: none"> <li>• An initial report shall be developed by the Contractor and provided to the KO immediately; within 4 hours; after an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the "Initial report", however, it is the Government's desire to receive notification of all mishap situations as early as possible.</li> <li>• The Contractor shall provide a "Follow-up" or "Final" report of the accident to the KO within 24 hours after completing the investigation of the accident.</li> <li>• <b>24 Hour A Day "Accident Reporting: Dial "911" on NSA Crane Telephone Service. When calling from a Cell Phone Dial 812-854-1333 and that will patch you directly to NSA Crane "911"</b></li> </ul> <p>Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease. Care will be rendered on a humanitarian basis. The Contractor will make</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>reimbursement to the Naval Regional Medical Center Collection Agent upon receipt of the statement.</p> <p>See Section J, PDF Attachments for Required Report forms.</p>
2.9.4.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> <li>1) Death, regardless of the time between the injury and death, or the length of the illness;</li> <li>2) Days away from work (any time lost after day of injury/illness onset);</li> <li>3) Restricted work;</li> <li>4) Transfer to another job;</li> <li>5) Medical treatment beyond first aid;</li> <li>6) Loss of consciousness; or</li> <li>7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</li> </ol> <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.5	Fire Protection	<p>The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.</p> <p>Bulk gasoline storage tank shall meet current safety, environmental &amp; station regulations. Contractor tanks shall be approved by the KO before being placed into service.</p> <p>Gasoline containers shall be stored in an area clear of combustible material and 100 feet from explosive-loaded magazines, explosive-loading buildings and explosive production areas.</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>“No Smoking” signs shall be posted in fueling areas.</p> <p>All containers shall be marked as to their contents and ownership.</p> <p>One 20-pound dry powder fire extinguisher shall be located at each fueling area</p> <p>All motors shall be secured before refueling.</p> <p>No refueling shall be done within 100 feet of explosive-loading buildings or explosive storage areas.</p> <p>No smoking or open flame (burning) shall occur without the prior approval of the OIC.</p> <p>Smoking on-Center shall be in accordance with NAVSURFWARCENDIVCRANEINST 11320.2.</p> <p>The Contractor shall submit a memorandum to the OIC inspector to request a smoking or open flame permit. first responders to fire hazards; (2) identify and make available materials and equipment to suppress or contain fires; and (3) emergency evacuation procedures. See Sections 6 and 9 of EM 385-1-1, NFPA10, NFPA 241, NFPA 51B, NFPA 70, NFPA 70E, and NARA 29 CFR 1926.500.</p>
2.9.6	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.7	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.8	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure</p> <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor’s safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor’s representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	Safety Apparel on Jobsites	<p>All work shall be conducted in a safe manner and shall comply with Center regulations. The Government will not provide safety equipment to the Contractor. The Contractor shall provide all necessary safety equipment.</p> <p>The Contractor's workspace may be inspected periodically for OSHA and Navy violations. The Contractor shall provide assistance to the Safety Office escort any 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.</p> <p>All Contractor personnel employed for this contract shall be properly clothed during the execution of this contract including the wearing of shirts. Halter or half-shirts are not permitted.</p> <p>The Contractor shall observe all regulations concerning protection of individuals including Personal Protective Equipment and life saving equipment as required by the Occupational Safety. The Contractor shall provide all Personal Protective Equipment (PPE) to each of their pest control applicators. This equipment shall include, at a minimum, the PPE required by the pesticide label and MSDS.</p>
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> <li>• Reduce purchase and use of toxic and hazardous materials;</li> <li>• Expand purchase of green products and services; increase recycling;</li> <li>• Reduce energy and water use;</li> <li>• Increase use of alternative fuels and renewable energy;</li> <li>• Integrate green building concepts in major renovations and new construction;</li> <li>• Prevent pollution at the source; and</li> <li>• Continual improvement.</li> </ul> <p>Policy:</p> <ul style="list-style-type: none"> <li>• Protect public health and the environment by being an environmentally responsible member of the community;</li> <li>• Preserve our natural, historic and cultural resources;</li> <li>• Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;</li> <li>• Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military</li> </ul>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>training activities;</p> <ul style="list-style-type: none"> <li>• Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</li> <li>• Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</li> <li>• Enhance our program as we develop and implement an Environmental Management System; and</li> <li>• Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</li> </ul> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	The Contractor shall comply with the installation's energy management program.
2.10.1.1	Water Conservation Plan	NA
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.>>
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	NA
2.10.2.2	Non-Hazardous Waste Disposal	The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.  All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract shall be disposed at appropriate off installation waste handling facilities
2.10.2.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.2.4	Spill Prevention, Containment, and Clean-up	The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with applicable federal, state, and local laws and regulations or otherwise stated herein, and the installation spill control plan as specified in Contractors Operation Manual at no cost to the Government. In the event of a chemical spill, the Contractor shall notify the KO.  A large spill that cannot be contain and is an emergency situation call <b>24 Hour A Day Dial "911" on NSA Crane Telephone Service. When calling from a Cell Phone Dial 812-854-1333 and that will patch you directly to NSA Crane "911"</b>  Each Contractor vehicle shall be equipped with a pesticide spill and decontamination kit.
2.10.2.5	Hazardous Material Management	The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	The Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.8	Salvage	NA
2.10.2.9	Asbestos Containing Material (ACM)	NA
2.10.3	Sustainable Procurement and Practices	The Contractor shall practice Sustainable Procurement and Practices Section F. Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> <li>• Recycled Contents Products</li> <li>• Energy/Water efficiency</li> <li>• Energy Efficient Tools and Equipment</li> <li>• Alternate Fuels and Alternate Fuel Vehicles</li> <li>• Biobased Products</li> <li>• Non-Ozone Depleting Products</li> <li>• Environmental Preferred Products and Services</li> <li>• Low/Non-Toxic and Hazardous Materials</li> </ul>
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable ( <i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (<a href="http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm">http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm</a>).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.3.3	Use of Biobased Products	<b>The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a>.</b>
2.10.4	Pesticides	All pesticides must be used in accordance with Federal, State of Indiana, local laws, and installation regulations, and any requirements identified in Section J attachments. All pesticides shall be procured, processed, handled, and applied in strict accordance with the manufacturer's label. All pesticides shall be registered with the EPA and the State of Indiana pesticide regulatory agency.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>The Contractor shall maintain a label and MSDS book of pesticides used, and have it readily available for the KO's inspection at all times.</p> <p><b>All pesticides used by the Contractor shall be registered with the EPA and applicable state lead agency for the use intended. Section J (Planned Pesticide Use Sheets) including labels and Material Safety Data Sheets (MSDS) for each pesticide intended to be used, shall be submitted with the Contractor's proposal. Approvals may be made and limited to specific pests/sites. Any proposed changes in pesticide usage shall be submitted to the KO for approval at least 5 business days in advance of the anticipated use.</b></p>
2.10.5	Report of Pest Management Operations	The Contractor shall electronically once per month by the 15th of the following month (Example: July data must be submitted by August 15) submit a report of chemical usages, amounts, locations and pest's.
2.10.6	On-Site Mixing	The Contractor shall not mix pesticides on-site Government property unless specifically authorized by the KO. If mixing is authorized, it shall be done at an approved pre-existing facility or over an approved containment device.
2.10.7	On-Site Materials Storage	The Contractor shall not store pesticides on-site Government property unless specifically authorized by the KO. If storage is authorized, it shall be done at an approved pre-existing facility.
2.10.8	Occupied Spaces	Liquid or aerosol pesticides shall not be applied in occupied spaces when people are present. Dust pesticide formulations shall not be applied in occupied spaces if the dust can be carried by air currents to people. Gel baits, cockroach, rodent, and ant bait stations, or other pesticide formulations that do not volatilize or carry on air currents may be applied in occupied spaces.
2.11	Disaster Preparedness	The Contractor shall comply with the activity's Contingency Instruction <i>in Contractors Operations Manual</i> <a href="http://www.crane.navy.mil/contacts/contractorsoperationsmanual.pdf">http://www.crane.navy.mil/contacts/contractorsoperationsmanual.pdf</a>
2.12	Technical Library	NA
2.13	Warranty Management	The Contractor shall report to the KO all defects in workmanship, material, parts, or improper installation by others and found by the Contractor to be covered by a warranty prior to performing repair work. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	FFP Work Procedures	
2.14.1	Notification to the Government for Work Above the FFP Limitations	NA
2.14.2	FFP Exhibit Line Item Numbers (ELINs)	NA
2.14.3	Common Output Level Standards (COLS) Options	NA
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services	NA

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.14.3.2	Option to Change COLS at Contract Award	NA
2.14.3.3	Option to Change COLS at Exercise of an Option Period	NA
2.15	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the IDIQ Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as an IDIQ work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The FFP for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at <a href="http://www.emall.dla.mil">www.emall.dla.mil</a> under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for IDIQ work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes a FFP task order.
2.15.2.1	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a proposal to the KO within two days for each potential task order which includes: 1) A complete list of all tasks necessary to perform the required scope of work, 2) The number of hours set forth to perform each task and 3) The projected quantity and costs of materials to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Current R. S. Means or similar estimating sources shall be used for determining the number of labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the labor hour unit price from the Schedule of Indefinite Quantity Work.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.15.2.1.2	Material and Equipment Requirements	Current R. S. Means or similar estimating sources shall be used for determining the material estimate. Projected material requirements will include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials will not be included in the list of materials since the cost for these items were included in the labor hour unit price bid. Material prices provided by the Contractor shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall be adjusted by all discounts, burden rates, and rebates for core value or salvage value that accrue to the Contractor.
2.15.2.2	Issuance of Final Task Order	KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described. Task order completion times will be specified on each task order.
2.15.3	IDIQ ELINS	Refer to IDIQ ELIN of Contract.

<b>1503020 – Invasive Species Control</b>	
<b>Table of Contents</b>	
<b>Spec Item</b>	<b>Title</b>
1	General Information
1.1	Concept of Operations
2	Management and Administration
2.1	Definitions and Acronyms
2.2	Personnel
2.2.1	Certification, Training, and Licensing
2.3	Special Requirements
2.3.1	Business Licensing
2.3.2	Permits
2.3.3	Vehicles
2.3.4	Equipment
2.3.5	Pesticides
2.3.6	Disposal
2.3.7	Spills and Decontamination
2.3.8	On-Site Mixing
2.3.9	On-Site Materials Storage
2.3.10	Occupied Spaces
2.3.11	Personal Protective Equipment
2.4	References and Technical Documents
3	FFP Work
3.1	N/A
3.1.1	N/A
3.1.2	N/A
3.1.3	N/A
3.1.4	N/A
3.1.5	N/A
3.1.6	N/A
3.2	N/A
3.2.1	N/A
3.2.2	N/A
3.3	Invasive Species Management Reporting
4	IDIQ Work

<b>1503020 - Invasive Species Control</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	The Contractor shall provide all labor, management, supervision, tools, materials and equipment required to Invasive Species Control services at NSA Crane IN
1.1	Concept of Operations	This work involves the treatment of invasive species infestations occurring in areas located at the Naval Support Activity Crane. The purpose of the work is to control and monitor invasive species infestations including, but not limited to, Wisteria ( <i>wisteria spp.</i> ) Kudzu ( <i>Pueraria lobata</i> ), Ailanthus ( <i>ailanthus altissima</i> ), Privet ( <i>Ligustrum spp.</i> ), Bush Honeysuckle: Tartarian ( <i>tatarica</i> ), Morrow's ( <i>morrowii</i> ), Belle (. <i>x bella</i> ), and Amur ( <i>maackii</i> ), Garlic Mustard ( <a href="#"><i>Alliaria petiolata</i></a> ), Wineberry ( <i>Rubus phoenicolasius</i> ), Japanese Stiltgrass ( <a href="#"><i>Microstegium vimineum</i></a> ) and Autumn Olive ( <i>ealaegnus umbellate</i> ). This work will be accomplished by means of a <b>requirements</b> type contract utilizing the Simplified Acquisition Procedures in Part 12 of the Federal Acquisition Regulation. As such, the total value of task orders issued under this contract shall not exceed \$500,000.00.

<b>1503020 - Invasive Species Control</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	The Government employee designated to monitor contractor performance for this job Trent Osmon, Navy Forester.
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1503020-01.
2.2	Personnel	The Contractor shall provide personnel with qualifications, technical knowledge, experience and skills required for efficient operations within the required functional areas
2.2.1	Certification, Training and Licensing	<p>The Contractor shall be licensed with a Category 2 “Forest Pest management” license by the State of Indiana to provide services. Proof of certification and licensing must be provided prior to starting the work. All work shall be performed by certified, responsible individuals, and in accordance with federal, state, local, and installation laws and regulations. All work performed shall be in accordance with Federal, state, and local laws, and installation regulations.</p> <p>Proof of certification shall be provided to the KO 15 days prior to the start of work.</p>
2.3	Special Requirements	<p>Contractor must have proven experience with flora identification, native plant restoration, and invasive species eradication. Contractor must be familiar with Southern Indiana Ecosystems and plant life, and had past work with invasive species eradication in said areas.</p> <p><u>Work Plan.</u> Contractor must have an approved Work Plan before assigned work can begin. This plan must include the following:</p> <ul style="list-style-type: none"> <li>•Chemicals to be used with Labels and MSDS sheets included.</li> <li>•Copies of pesticide application certification</li> <li>•Application methods</li> <li>•Application rates</li> <li>•Spray Controls (i.e. avoidance of runoff, overspray, spills etc..)</li> <li>•Equipment to be used</li> <li>•Estimated time of completion.</li> </ul>
2.3.1	Business Licensing	The Contractor shall be licensed with a Category 2 “Forest Pest management” license by the State of Indiana to provide services. Proof of licensing shall be provided prior to contract award.
2.3.2	Permits	NA
2.3.3	Vehicles	<p>Vehicles used to transport pesticides shall be equipped with a fire extinguisher, a spill containment kit capable of containing any potential pesticide spill, an emergency eye wash station, at least two gallons of emergency wash water for personal decontamination, and a first aid kit. All pesticides carried on vehicles shall be stored in a locked compartment separate from the cab of the vehicle. Vehicles shall not be left unattended at any time unless properly locked and secured. All vehicles shall be maintained with a clean and orderly appearance, free from pesticide residues or grime buildup. Vehicles shall not be cleaned, washed, or rinsed on Government property.</p> <p>An ATV safety course certificate of completion must be provided by operators using any vehicle that is “Straddled” while operating.</p>
2.3.4	Equipment	The Contractor shall provide repair and maintenance as necessary to keep all equipment in good operating condition, and take appropriate action regarding the following:

<b>1503020 - Invasive Species Control</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p><u>Spraying Operations:</u> All tanks, hoses, pumps, control valves, and gauges shall be free of visible deterioration, shall not leak, and shall operate at the manufacturer's recommended rates and pressures. Equipment that has failed shall be replaced or repaired by the Contractor prior to resuming operations.</p> <p>Screens, strainers, and filters shall be used and maintained per the pump, sprayer, and nozzle manufacturer's instructions.</p> <p>Spray nozzles shall deliver spray patterns as specified by the nozzle manufacturer. Nozzles that become clogged or eroded shall be repaired or replaced by the Contractor prior to resuming operations.</p> <p>Ultra-Low Volume (ULV) equipment shall be calibrated to assure proper flow rate and droplet size of pesticide as required by the label. ULV equipment shall be calibrated, including droplet size analysis, 15 days prior to start of work and thereafter every 50 hours of use (or per manufacturer's recommendations), or when the machine is repaired. Calibration and droplet analysis reports, when required, shall be maintained on file and submitted to the KO with the monthly invoice.</p> <p>All pesticide dispersal equipment, shall be clearly and plainly marked with "DANGER"... "PESTICIDES", or as required by applicable regulations.</p> <p><u>Clearing Operations:</u> Contractor must have access to, experience with, or be willing to subcontract work to a crew with experience using a brush cutter for use in the clearing/chipping of vegetated areas. Chipped material must remain on site and allow for site to re-vegetate.</p> <p>Equipment must be of low ground pressure thus not damaging soil conditions.</p> <p>Equipment must be used allowing all material to be chipped and left on site.</p> <p>Equipment must be capable of clearing/chipping large diameter material up to 9 inches in diameter.</p> <p>Equipment must be capable of clearing site thoroughly enough to allow for follow up treatments such as broadcast spraying of resprouts.</p>
2.3.5	Pesticides	<p>All pesticides must be used in accordance with Federal and State of Indiana Law. All pesticides shall be procured, processed, handled, and applied in strict accordance with the manufacturer's label. All pesticides shall be registered with the EPA and the Indiana State Chemist.</p> <p>The Contractor shall maintain a book of labels and Material Safety Data Sheets (MSDSs) for pesticides they use or intend to use, and have it readily available for the KO's inspection at all times.</p> <p>All pesticides used by the Contractor in the US shall be registered with the EPA and applicable state lead agency for the use intended. J-1503020-02 (Planned Pesticide Use Sheets) including labels and MSDS for each pesticide intended for</p>

<b>1503020 - Invasive Species Control</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>use, shall be submitted with the Contractor's proposal. Approvals may be made for and limited to specific pests and sites. Any proposed changes in pesticide usage shall be submitted to the KO for approval at least five business days in advance of the anticipated use.</p> <p>Care shall be taken to protect desirable vegetation to the maximum extent practical as determined by the government.</p> <p>An oil diluent, penetrant and surfactant shall also be used to enhance the effectiveness of the herbicides when required.</p> <p>The federal government makes no endorsement of name brands or labels, therefore generic manufacturers will be accepted in place of name brand chemicals when available.</p>
2.3.6	Disposal	All pesticides, rinse water, and containers shall be disposed of per pesticide label directions. The Contractor shall dispose of any pesticides, pesticide containers, pesticide residue, pesticide rinse water, or any pesticide contaminated articles at an authorized disposal area off-site from the installation.
2.3.7	Spills	Pesticide spills shall be cleaned, decontaminated, and reported as specified by the Armed Forces Pest Management Board Pesticide Spill Prevention and Management Manual, Technical Information Manual (TIM) No. 15, and in accordance with NSA Crane Environmental procedures. In the event of a spill, both security and the NSA environmental protection department shall be contacted. <b>These numbers are (812) 854-3300 and (812) 854-1132 respectively.</b>
2.3.8	On-Site Mixing	No facilities for large scale mixing are available on property. Thus, all mixing shall be performed off the property prior to arrival. A maximum single-tank pesticide transport limit of 300 gallons shall be enforced.
2.3.9	On-Site Materials Storage	<b>Chemicals used for this job shall not be stored on Navy property.</b> All usage, storage, mixing, and disposition of unused chemicals, oil diluent, penetrant, and surfactant shall be in strict conformance with label directions.
2.3.10	Occupied Spaces	NA
2.3.11	Personal Protective Equipment (PPE)	The Contractor shall provide PPE to each of their pest control applicators. This equipment shall include, at a minimum, the PPE required by the pesticide label and MSDS.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1503020-03.

<b>1503020 - Invasive Species Control</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3	FFP Work	NA		
3.1	Scheduled Pest Control	NA		
3.1.1	Nuisance Pest Control	NA		
3.1.2	Disease Vector or Health Pest Control	NA		
3.1.3	Structure Damaging Pest Control	NA		
3.1.4	Lawn, Turf and Ornamental Plant Pest Control	NA		
3.1.5	Vegetation Management	N/A		
3.1.6	Vertebrate Pest Control	NA		
3.2	Unscheduled Pest Control Services	NA		
3.2.1	Change of Occupancy Pest Control	NA		
3.2.2	Pest Control Trouble Calls	NA		
3.3	Invasive Species Management Reporting	The Contractor shall report pest management operations to ensure the effectiveness and safety of control efforts can be monitored in a proper and timely manner.	<p>The Contractor shall create and submit a completed electronic Pest Management Operations Report for each pest management operation, both chemical and non-chemical, e.g., pest survey, pesticide application, trouble call, per section F.</p> <p>Refer to the Pest Management Operations Report provided in J-1503020-16 for a sample of an online Pest Management Record.</p> <p>The Contractor shall submit the Pest Management Operations Report per Section F using the NAVFAC PPMC approved NAVFAC Online Pesticide Reporting System (NOPRS) located at <a href="https://clients.emainc.com/PestManagementNET/PesticideLogon.aspx">https://clients.emainc.com/PestManagementNET/PesticideLogon.aspx</a>. Contact the regional NAVFAC PPMC to obtain a password and tutorial instructions on how to use the system.</p>	Reports are accurate, complete and submitted within the time specified in each of the pest group requirements in Section J.



<b>1503020 - Invasive Species Control</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
4	IDIQ Work	IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work.	Field pest management record forms received within times specified in Section F
4.1	Spraying Line Item Variable Descriptions			
4.1.1	Infestation Degree			
4.1.1.1	Light Infestation	For the purposes of this contract, this will be defined as an infestation where the invasive is not the dominant species but merely a component, making up less than 25% of ground surface area of the plot. Before work is assigned, the degree of infestation will be agreed upon by the contractor and the government.		It is expected that entire area will be treated. It is expected that 100% of plants within treatment area will be treated with a kill of 90% or greater within entire treatment area.
4.1.1.2	Heavy Infestation	For the purposes of this contract, this will be defined as an infestation where the invasive has become the dominant species of the plot, counting for more than 25% of total ground surface area. Before work is assigned, the degree of infestation will be agreed upon by the contractor and the government.		It is expected that entire area will be treated. It is expected that at least 95% of plants within treatment area will be treated with a kill of 90% or greater within entire treatment area.
4.1.2	Vegetation Type			

4.1.2.1	Woody	For the purposes of this contract, this is defined as a plant that retains some living woody material at or above ground level through the non-growing season. This would include trees of any size, shrubs, or vines.		
4.1.2.2	General	For the purposes of this contract, any living plant, woody or grass/forbs, that may be a target of control.		
4.1.2.3	Grass/Forbs	For the purposes of this contract, this is defined as any other herbaceous material not included in the "woody" plant material definition		
4.1.3	Treatment Method			
4.1.3.1	Basal Bark Treatment	Herbicide is applied to the individual stem to a height of 1.5-2 times the stem diameter at application point, to a maximum of 15 inches.		Each stem shall be treated around entire circumference of stem to ensure maximum kill. Treatment will result in saturation of outer bark to ensure maximum kill.
4.1.3.2	Cut Stump Treatment	Herbicide is applied to the cross sectional surface of a stem after it has been mechanically cut near ground level.		Each stem will be 100% severed from stump. 100% of all actively growing cambium tissue on stump is expected to be saturated with herbicide to ensure maximum kill.
4.1.3.3	Foliar Treatment	Herbicide is applied during the growing season directly to the plants leaves with the goal of total coverage of leaf surface but not to the point of chemical runoff.		It is expected that entire plant will be treated with the goal of at least 90% of leaf area treated to ensure maximum kill. Ensure treatment is in active growing season and take cares to prevent herbicide contact with non-target

				species and avoid treatments in extreme heat to prevent volatilization and to maximize kill.
4.1.3.4	Foliar/Glyphosate Treatment	Same treatment method as stated in "Foliar" treatment above, but using glyphosate. This line item is provided to allow a more cost effective approach to attacking invasives in areas where the loss of non-target species in the area is less of a concern.		It is expected that entire plant will be treated with the goal of at least 90% of leaf area treated to ensure maximum kill. Ensure treatment is in active growing season and take cares to prevent herbicide contact with non-target species and avoid treatments in extreme heat to prevent volatilization and to maximize kill.
4.2	Clearing Line Item Variables			
4.2.1	Material Size			
4.2.1.1	Large Diameter Material	Average diameter (measured at breast height) of material is between 5.1 and 9 inches. It is understood that trees larger than this occurring within the plot will be left standing.		It is expected that entire area will be treated. It is expected that 100% of plants within treatment area will be cleared.
4.2.1.2	Small Diameter Material	Average diameter (measured at breast height) of material is between 0 and 5 inches. It is understood that trees larger than this occurring within the plot will be left standing.		It is expected that entire area will be treated. It is expected that 100% of plants within treatment area will be cleared.
4.3	Estimated Quantity	Sum of the acreage in all plots, as defined on exhibit line items, which are <b>estimated</b> to be ordered in contract year. <b><u>(note: This is only and estimate, not a guaranteed amount to be ordered by the government)</u></b>		

1503020 – Invasive Species Control

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date(s) of Submission	Distribution	No. of Copies	Frequency
1503020/2.2.1	No Specific Format Required	Copy of State Certification for Contractor Personnel	15 calendar days prior to start of work. Copies of renewed certifications shall also be submitted.	KO/PAR	1	As required
1503020/2.3.1	No Specific Format Required	Copy of State Business License	Prior to contract award. Copies of renewed licenses shall also be submitted.	KO	1	1 per state
1503020/2.3.2	NA	Permits	5 days prior to the start of work requiring permits.	KO	1	NA
1503020/2.3.5	J-1503020-02	Planned Pesticide Use Sheets including Pesticide Labels and Material Safety Data Sheets (MSDS)	With the proposal. Note: Any proposed changes in pesticide usage shall be submitted for KO approval at least 5 business days in advance of pesticide use.	KO/PAR	1	1 for each pesticide per pest as required
1503020/3.3	J-1503020-16	Field Pest Management Operations Report	Within 30 days after treatment	PAR	1	As required
1503020/2.3	No Specific Format Required	Contractor's Work Plan	With the proposal.	KO/PAR	1	1 per proposal
0200000/2.9.1	Refer to EM-385-1-1 for formatting guidelines	Accident Prevention Plan (APP)	Within 15 days after contract award	KO/PAR	1	1

**DELIVERABLES**

Annex/Spec Item	Form Attachment Number	Deliverable Title	Date(s) of Submission	Distribution	No. of Copies	Frequency
0200000/2.9.2	No Specific Format Required	Activity Hazard Analysis (AHA)	Within 15 days after contract award	KO/PAR	1	As required
0200000/2.3.5	No Specific Format Required	Certificate of Insurance	Within 15 days after contract award	KO	1	1
0200000/2.6.7.3	J-1503020-09	Contractor Quality Control Report	Daily while working on site	PAR	1	As Required

### Instructions for Contractor's Work Plan

The CWP shall adhere to applicable publications and directives contained in J-1503020-03 (Reference and Technical Documents). The CWP will require approval by the Contracting Officer (KO). The CWP shall establish the strategy and methods for conducting a safe, effective, and environmentally sound pest management program in compliance with these specifications. Prospective contractors may review the installation's historical records of pest activity and abatement actions, survey facilities and grounds, and consult with the Installation PMC in development of a plan. The CWP shall address continuous monitoring, pest response and removal procedures, record keeping, warranties, education and communication to installation personnel to prevent pests and disease vectors, bird control on applicable airfields and in hangars, etc. The IPM approach should use targeted (i.e., effective, environmentally sound) methods including habitat/facility modification, biological/genetic/cultural control, mechanical/physical control, and where necessary, the judicious use of least hazardous pesticides. The CWP shall include labels, MSDS sheets, and planned pesticide use sheets and comply with all applicable local, state, and Federal regulations, and the IPMP.

### Instructions for Field Pest Management Record Form

The Contractor shall use the NAVFAC PPMC approved/provided on-line reporting system to provide a summary printout electronic copy of the data. The website is: <https://clients.emainc.com/dcs/pestmanagement/PesticideLogon.asp>. The regional NAVFAC Applied Biology Center should be contacted to obtain a password and instructions to use the system. The report shall include individual daily records of all pest control operations, both chemical and non-chemical, including surveys. Records should be electronically submitted on a monthly basis to the KO by the 15<sup>th</sup> day of the month in Microsoft Excel (1997 or later version) via diskette, e-mail attachment, etc. J-1503020-16 (Pest Management Operations Report) may be used as a field data entry sheet at the contractor's discretion.

# **FUNCTIONAL ASSESSMENT PLAN (FAP)**

## **Invasive Species Control**

**1503020**

## PEST CONTROL FAP

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

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
3.3	<b>Invasive Species Management Reporting</b> The Contractor shall report pest management operations to ensure the effectiveness and safety of control efforts can be monitored in a proper and timely manner.	Reports are accurate, complete and submitted within the time specified in each of the pest group requirements in Section J.	PS		N/A	N/A		N/A	N/A	M
4	<b>IDIQ Work</b> IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be	Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for IDIQ work will be the same as those in Spec Item 3 where applicable.	PS	N/A	N/A	N/A	EA	100%	N/A	R

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
4.1.1.1	A light infestation is defined as an infestation where the invasive is not the dominant species but merely a component, making up less than 25% of ground surface area of the plot. Before work is assigned, the degree of infestation will be agreed upon by the contractor and the government.	It is expected that entire area will be treated. It is expected that 100% of plants within treatment area will be treated with a kill of 90% or greater within entire treatment area.	PS					100%	50%	R
4.1.1.2	A heavy infestation is defined as an infestation where the invasive has become the dominant species of the plot, counting for more than 25% of total ground surface area. Before work is assigned, the degree of infestation will be agreed upon by the contractor and the government.	It is expected that entire area will be treated. It is expected that at least 95% of plants within treatment area will be treated with a kill of 90% or greater within entire treatment area.	PS					100%	50%	R
4.1.3.1	Basal treatment will require herbicide to be applied to the individual stem to a height of 1.5-2 times the stem diameter at application point, to a maximum of 15 inches.	Each stem shall be treated around entire circumference of stem to ensure maximum kill. Treatment will result in saturation of outer bark to ensure maximum kill.	PS					100%	50%	R
4.1.3.2	Cut Stump treatment will require herbicide to be applied to the cross sectional surface of a stem after it has been mechanically cut near ground level.	Each stem will be 100% severed from stump. 100% of all actively growing cambium tissue on stump is expected to be saturated with herbicide to ensure maximum kill.	PS					100%	50%	R
4.1.3.3	Foliar treatment will require herbicide to be applied during the growing season directly to the plants leaves with the goal of total coverage of leaf surface but not to the point of chemical runoff.	It is expected that entire plant will be treated with the goal of at least 90% of leaf area treated to ensure maximum kill. Ensure treatment is in active growing season and take cares to prevent herbicide contact	PS					100%	50%	R

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
		with non-target species and avoid treatments in extreme heat to prevent volatilization and to maximize kill.								
4.1.3.4	Foliar/Glyphosate treatment will be same for Spec Item 4.1.3.3 “Foliar” treatment above, but using glyphosate. This line item is provided to allow a more cost effective approach to attacking invasives in areas where the loss of non-target species in the area is less of a concern.	It is expected that entire plant will be treated with the goal of at least 90% of leaf area treated to ensure maximum kill. Ensure treatment is in active growing season and take cares to prevent herbicide contact with non-target species and avoid treatments in extreme heat to prevent volatilization and to maximize kill.	PS					100%	50%	R
4.2.1.1	Large Diameter Clearing will have an average diameter (measured at breast height) of material is between 5.1 and 9 inches. It is understood that trees larger than this occurring within the plot will be left standing.	It is expected that entire area will be treated. It is expected that 100% of plants within treatment area will be cleared.	PS					100%	50%	R
4.2.1.2	Small Diameter Clearing will have an average diameter (measured at breast height) of material is between 0 and 5 inches. It is understood that trees larger than this occurring within the plot will be left standing.	It is expected that entire area will be treated. It is expected that 100% of plants within treatment area will be cleared.	PS					100%	50%	R

**MONTHLY PERFORMANCE ASSESSMENT SUMMARY**

Contract #: NXXXXX-11-D-XXXX Installation/Site: \_\_\_\_\_  
 Annex/sub-annex: 1503020 Invasive Species Control Month/Year: \_\_\_\_\_

Spec Item	Title	AL1 Rating						AL2/AL3 Rating			VCC	Safety	
		E	VG	S	M	U	# Samples	A	U	# Samples		Issues	# Samples
3.3	Pest Management Reporting												
4	IDIQ Work												
4.1.1.1	Light Infestation												
4.1.1.2	Heavy Infestation												
4.1.3.1	Basal Bark Treatment												
4.1.3.2	Cut Stump Treatment												
4.1.3.3	Foliar Treatment												
4.1.3.4	Foliar/Glyphosate Treatment												
4.2.1.1	Large Diameter Clearing												
4.2.1.2	Small Diameter Clearing												
<b>Comments:</b>													
<b>Recommended Actions:</b>													
		<b>Technical Ratings (mark using "X")</b>											
		<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>							
<b>Overall Technical Rating for IDIQ Work</b>													
<b>SPAR Signature:</b> _____ <b>Date:</b> _____													

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

<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1503020-01	Definitions and Acronyms
J-1503020-02	Planned Pesticide Use Sheet
J-1503020-03	References and Technical Documents
J-1503020-04	Common Output Level Standards
J-1503020-05	Guidance for Contractor Work Plan
J-1503020-06	Frequencies for Scheduled Work
J-1503020-07	Nuisance Pest Requirements
J-1503020-08	Disease Vector or Health Pest Requirements
J-1503020-09	Structure Damaging Pest Requirements
J-1503020-10	Lawn, Turf and Ornamental Plant Pest Requirements
J-1503020-11	Vegetation Management
J-1503020-12	Vertebrate Pest Requirements
J-1503020-13	Termite Control Specifications
J-1503020-14	Historical Information for Change of Occupancy Pest Control
J-1503020-15	Historical Information for Pest Control Trouble Calls
J-1503020-16	Pest Management Operations Report

ATTACHMENT J-1503020-01  
DEFINITIONS AND ACRONYMS

DEFINITION/ ACRONYM	DESCRIPTION
Callback	A request for additional service or retreatment following the initial service that has not provided the control required. Callbacks shall be provided at no additional cost to the Government.
Certified Applicator/ Operator	Any individual who applies pesticides or supervises the use of pesticides, and who has been authorized to do so by successfully completing a training program approved by the EPA, followed by formal certification by DoD or a state.
Change of Occupancy Service (COS)	A service performed during the period of time after a resident checks out of assigned quarters and prior to a new resident taking occupancy ensuring the quarters are clean, fully equipped, operable and habitable.
Contractor's Work Plan (CWP) for Pest Control	A Contractor developed document submitted as part of the Contractor proposal that describes how the requirements of this contract will be met. The plan establishes the strategies and methods for conducting a safe, effective, and environmentally sound pest management program.
Integrated Pest Management Coordinator (IPMC)	The individual, fully trained in IPM principles and practice, designated by the installation commanding officer (CO) to coordinate and oversee all pest management activities at the installation.
Integrated Pest Management Plan (IPMP)	A required, written long-range, comprehensive planning and operational document that establishes the strategy and methods for conducting a safe, effective, and environmentally sound IPM program. IPM plans are a means of establishing and implementing installation pest management programs and function as the tool used to ensure compliance with applicable pest management laws and regulations.
Integrated Pest Management (IPM)	A planned program incorporating education, continuous surveillance, record keeping, and communication to prevent pests and disease vectors from causing unacceptable damage to operations, people, property, materiel, or the environment. IPM uses targeted, sustainable (effective, economical, environmentally sound) methods including habitat modification, biological, genetic, cultural, mechanical, physical, and regulatory controls; and when necessary, the judicious use of least hazardous pesticides.
Material Safety Data Sheet (MSDS)	A document (Occupational Safety and Health Administration (OSHA) Form 174, or equivalent) that accompanies a pesticide product, providing the handler with chemical information on ingredients, handling instructions, potential hazards, and manufacturer address and emergency contact information.

ATTACHMENT J-1503020-01  
DEFINITIONS AND ACRONYMS (cont'd)

Pest Control Performance Assessment Representative (PCPAR)	A DoD employee trained in pest management, who protects the government's interest through on-site performance assessment (PA) of commercial pest management contracts or other contracts that involve the use of pesticides.
Pest Management	The prevention and control of pests that may adversely affect the DoD mission or military operations; the health and well being of people; or structures, material, or property.
Professional Pest Management Consultant (PPMC)	A professional, with a degree in a biological science, who has rigorous college-level entomology training, such as a NAVFACENGCOM civilian entomologist (applied biologist) or Bureau of Medicine and Surgery (BUMED) commissioned medical entomologist who has command program oversight responsibilities and provides guidance and information on the management of pest management programs for commands and installations.
Pesticide	Any substance or mixture of substances, including biological control agents, registered by EPA under FIFRA intended to destroy, repel, or mitigate pests. Includes insecticides, rodenticides, herbicides, fungicides, plant regulators, defoliants, desiccants, disinfectants, anti-fouling paints, and biocides (such as water treatment chemicals). NAVFACENGCOM pest management consultants do not approve disinfectants or biocides.
Pesticide Facility	The building and areas designated for handling, storing, and mixing of pesticides.
Pests	Any organism (except for micro-organisms that cause human or animal diseases) that adversely affects operations, preparedness, the well being of humans or animals, real property, materiel, equipment or vegetation, or is otherwise undesirable.
Registered Pesticide	A pesticide registered by EPA for sale and use within the United States.
Surveillance	Thorough inspections or surveys conducted before or after pest management treatments or on a regular basis to determine the presence and prevalence of pests or disease vectors.

ATTACHMENT J-1503020-02  
PLANNED PESTICIDE USE SHEET

USER GUIDE FOR PLANNED PESTICIDE USE SHEET

This is the User Guide for completing the Planned Pesticide Use Sheet that contains:

- (1) Instructions for completing the Planned Pesticide Use Sheet
- (2) List of Acceptable Terms
- (3) Planned Pesticide Use Sheet Blank Form

The Planned Pesticide Use Sheet shall be included as part of the Contractor's Work Plan (CWP) for Pest Control. One "Planned Pesticide Use Sheet" shall be filled out for each pest that will be controlled with a pesticide. If more than one pesticide is used to control the pest, one sheet shall be filled out for each of the pesticides used per pest. These forms shall be filled out on-line if the on-line reporting system is used. The link to the system is: <https://clients.emainc.com/dcs/pestmanagement/PesticideLogon.asp>. The regional NAVFAC Professional Pest Management Consultant should be contacted to obtain a password and instructions to use the system. A new Planned Pesticide Use Sheet shall be filled out whenever pesticides used to control a pest are added or changed.

The List of Acceptable Terms shall be used to complete the Planned Pesticide Use Sheet (see Step 3A). Completed Planned Pesticide Use Sheets shall be attached to the CWP.

ATTACHMENT J-1503020-02  
PLANNED PESTICIDE USE SHEET (cont'd)

**INSTRUCTIONS FOR COMPLETING THE PLANNED PESTICIDE USE SHEET**

The following is a list of instructions for filling out each line of information required on the Planned Pesticide Use Sheet:

1. INSTALLATION, UIC - Insert the name and Unit Identification Code for the installation. The UIC is a five-digit number preceded by an "N" for Navy installations and an "M" for Marine Corps installations. The UIC is available from the KO.

2. APPLICATOR: Insert the name of the individual(s) who will be applying the pesticide.

3. OBJECTIVE

A. TARGET PEST - The name of the pest or pests identified for control. Select the proper pest or pest category from the List of Acceptable Terms.

B. PURPOSE - Explaining the major reason(s) for controlling the target pest(s) Refer to the List of Acceptable Terms.

4. PESTICIDE

A. TRADE NAME – Insert the manufacturer's name given to the product, e.g., Termidor™ and Maxforce™, both trade names for fipronil.

B. COMMON NAME - Insert the common or popular name (as opposed to the chemical name).

C. EPA REGISTRATION NUMBER – Insert the number usually found on the front of the label and on the container.

D. FORMULATION – Insert the form that the pesticide is in when ready for use. Refer to the List of Acceptable Terms.

E. CONC ACTIVE INGREDIENT - Insert the percent active ingredient of the pesticide before it is mixed with a diluent. This information should be on the front of the label.

5. APPLICATION

A. USE % - Insert the percent final concentration of the pesticide to be applied.

B. DILUENT – Insert the liquid that is used to dilute the pesticide, e.g., water, oil. If undiluted, indicate, "None".

C. RATE – Insert the quantity of pesticide that will be applied per unit of measure, e.g., 4 pounds per acre; 1 bait per 10 linear feet; 2 gallons per 100 square feet; 2 ounces per minute.

D. METHOD – Insert the method of application, e.g., by hand, power sprayer, ULV generator, compressed air sprayer.

ATTACHMENT J-1503020-02  
PLANNED PESTICIDE USE SHEET (cont'd)

**INSTRUCTIONS FOR COMPLETING THE PLANNED PESTICIDE USE SHEET**

E. UNITS TREATED – Identify total quantity treated, e.g., total acres, square feet, linear feet if known. Insert "Varies" if not a definite quantity.

F. SITE – Identify the specific site where the pesticide will be applied. Refer to the List of Acceptable Terms.

G. MONTHS – Insert the time period during which the pest control work will be performed, e.g., a specific month(s), season, or yearround.

6. SENSITIVE AREAS – Identify areas to be avoided or where special caution should be taken. Refer to the "Caution and Warning" statements on the label.

7. INSPECTION METHODS - Identify the method and frequency of inspections, e.g., a cockroach inspection includes the monthly use of a flashlight, a flushing agent and roach sticky traps, or, an inspection for mole crickets on the golf course includes a walk-through evaluation every 3 days.

8. OTHER CONTROLS – Identify other pesticides or methods of control that are used to control the particular pest, e.g., biological control, mechanical control, preventive measures.

9. REMARKS – Include any additional pertinent information. If a general pest category has been listed under Target Pest, the specific pests should be listed here.

ATTACHMENT J-1503020-02  
PLANNED PESTICIDE USE SHEET (cont'd)

**BLANK FORM**

INSTALLATION NAME: \_\_\_\_\_

UIC: \_\_\_\_\_

APPLICATOR: \_\_\_\_\_

TARGET PEST: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

TRADE NAME: \_\_\_\_\_

COMMON NAME: \_\_\_\_\_

EPA REG NO: \_\_\_\_\_

FORMULATION : \_\_\_\_\_

CONC AI : \_\_\_\_\_

USE %: \_\_\_\_\_

DILUENT: \_\_\_\_\_

RATE: \_\_\_\_\_

METHOD: \_\_\_\_\_

UNITS TREATED: \_\_\_\_\_

SITE: \_\_\_\_\_

MONTHS: \_\_\_\_\_

SENSITIVE AREAS: \_\_\_\_\_

INSPECTION METHOD(S): \_\_\_\_\_

OTHER CONTROLS: \_\_\_\_\_

REMARKS: \_\_\_\_\_

ATTACHMENT J-1503020-03  
REFERENCES AND TECHNICAL DOCUMENTS

The Contractor shall adhere to the applicable portions of the current edition of the following publications and directives in performing the services required under this contract:

- Armed Forces Pest Management Board TG No. 11, Hydrogen Phosphide Fumigation of Subsistence with Aluminum Phosphide
- Armed Forces Pest Management Board TG No. 14, Protective Equipment for Pest Control Personnel
- Armed Forces Pest Management Board TG No. 15, Pesticide Spill Prevention and Management
- Armed Forces Pest Management Board TG No. 27, Stored-Product Pest Monitoring Methods
- Armed Forces Pest Management Board TG No. 29, Integrated Pest Management In and Around Buildings
- Armed Forces Pest Management Board TG No. 37, Guidelines for Reducing Feral/Stray Cat Populations on Military Installations in the United States
- Department of Defense Directive 4150.07 , Department of Defense Pest Management Program
- Executive Order 12088, Prevention, Control, and Abatement of Environmental Pollution at Federal Installations
- Federal Aviation Regulation, Part 137, Agricultural Aircraft Operations
- OPNAV Instruction 6250.4C, Navy Pest Management Programs
- OPNAVINST 5090.1C , Environmental Readiness Program Manual, Chapter 17: Pesticide Compliance Ashore
- 42 U.S.C. 4321 et seq., National Environmental Policy Act (NEPA)
- 7 U.S.C. 136 et seq., Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended
- 16 U.S.C. 1531 et seq., Endangered Species Act
- 42 U.S.C. 6901 et seq., Resource Conservation and Recovery Act (RCRA)
- US Air Force Model Pesticide Reduction Plan (July 1996)

ATTACHMENT J-1503020-04  
COMMON OUTPUT LEVEL STANDARDS

This is an IDIQ contract and COL Standards do not apply

ATTACHMENT J-1503020-05  
GUIDANCE FOR CONTRACTOR'S WORK PLAN (CWP)

Please refer to Section F-1503020 and in the solicitation, FAR 52.212-2 for detail of this item.

ATTACHMENT J-1503020-06  
FREQUENCIES FOR SCHEDULED WORK

This is an IDIQ contract and no “scheduled work” will be guaranteed.

ATTACHMENT J-1503020-16  
PEST MANAGEMENT OPERATIONS REPORT

**New Pesticide Management Record (SAMPLE)**

Directions:

1. Select the installation and fill in the Office/Contractor, if applicable
2. Fill in a separate form for each pest management operation. For pesticide applications, the pounds of active ingredient (PAI) will be calculated automatically based on the data you enter.

Installation Name:

Department/Company:

Office/Contractor:  
(optional)

**Negative Report**

Contract or In-House:	<input type="text"/>	5/17/2012 6:23:1
Application Date:	<input type="text"/>	
Inside or Outside:	<input type="text"/>	
Facility: Building # or Area	<input type="text"/>	
Operation:	<input type="text"/>	
Site:	<input type="text"/>	<input type="button" value="Save Defaults*"/> <input type="button" value="Clear Defaults"/>
Pest:	<input type="text"/>	
Applicator Name:	<input type="text"/>	<input type="button" value="Create Applicator List"/>

Pesticide Trade Name:   - Select an installation to see the pesticide list

Pesticide Active Ingredient:

EPA Registration # or Other #:

Formulation:

Area Treated:   

Quantity of Final Product Applied:   

Final Concentration (%):

PAI\*: Will be automatically calculated for the appropriate Operations\*

Comments: 

Additional Comments (Optional): 

\* Whatever is currently in the following fields will now be the default entry when the page is opened: Contract or In-House; Application Date; Inside or Outside; Operation; Site. **New: If you want the current date to continue to load while the other default values are loaded, save the Application Date as a blank.**

**EXHIBIT A  
ESTIMATED SCHEDULE OF PRICES  
BASE PERIOD**

EXHIBIT LINE ITEM NUMBER	SPRAYING LINE ITEM DESCRIPTIONS			ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	INFESTATION DEGREE	VEGETATION TYPE	TREATMENT METHOD			
A001	Light	Woody	Basal Bark	20.00 Acres	\$ -	\$ -
A002	Heavy	Woody	Basal Bark	5.00 Acres	\$ -	\$ -
A003	Light	Woody	Cut Stump	10.00 Acres	\$ -	\$ -
A004	Light	Woody	Foliar	20.00 Acres	\$ -	\$ -
A005	Heavy	Woody	Foliar	20.00 Acres	\$ -	\$ -
A006	Heavy	General	Foliar/Glyphosate	5.00 Acres	\$ -	\$ -

EXHIBIT LINE ITEM NUMBER	CLEARING LINE ITEM DESCRIPTIONS		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	MATERIAL SIZE				
A007	Small Diameter		30 Acres	\$ -	\$ -
A008	Large Diameter		10 Acres	\$ -	\$ -

		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A009	Cost, on a per hour basis, of all labor associated with the surveying, monitoring, reporting, and corrective actions associated with the establishment of native species in natural or previously treated areas. Such activities include but are not limited to the surveying and evaluation of treatment areas, planning and establishing new treatment areas, and maintaining such areas through methods such as invasive species control and replanting to maintain appropriate cover of live plants.	75	\$ -	\$ -
A010	The contractor will be paid a percentage mark-up of the invoice cost to cover overhead costs associated with providing the material in addition to the invoice cost for the material. The contractor shall provide copies of the supplier's receipts to establish base payment to cover materials and the Government will add percent markup when paying invoice to contractor. Materials includes, but are a not limited to, seed, seedlings, herbicide, laboratory fees, and other necessary materials associated in carrying out any survey/monitoring work.	\$5,000.00	0%	\$ -

**ESTIMATED TOTAL PRICE:** \$ -  
**BASE PERIOD**

**EXHIBIT B  
ESTIMATED SCHEDULE OF PRICES  
OPTION PERIOD 1**

EXHIBIT LINE ITEM NUMBER	SPRAYING LINE ITEM DESCRIPTIONS			ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	INFESTATION DEGREE	VEGETATION TYPE	TREATMENT METHOD			
B001	Light	Woody	Basal Bark	20.00 Acres	\$ -	\$ -
B002	Heavy	Woody	Basal Bark	5.00 Acres	\$ -	\$ -
B003	Light	Woody	Cut Stump	10.00 Acres	\$ -	\$ -
B004	Light	Woody	Foliar	20.00 Acres	\$ -	\$ -
B005	Heavy	Woody	Foliar	20.00 Acres	\$ -	\$ -
B006	Heavy	General	Foliar/Glyphosate	5.00 Acres	\$ -	\$ -

EXHIBIT LINE ITEM NUMBER	CLEARING LINE ITEM DESCRIPTIONS		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	MATERIAL SIZE				
B007	Small Diameter		30 Acres	\$ -	\$ -
B008	Large Diameter		10 Acres	\$ -	\$ -

		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
B009	Cost, on a per hour basis, of all labor associated with the surveying, monitoring, reporting, and corrective actions associated with the establishment of native species in natural or previously treated areas. Such activities include but are not limited to the surveying and evaluation of treatment areas, planning and establishing new treatment areas, and maintaining such areas through methods such as invasive species control and replanting to maintain appropriate cover of live plants.	75	\$ -	\$ -
B010	The contractor will be paid a percentage mark-up of the invoice cost to cover overhead costs associated with providing the material in addition to the invoice cost for the material. The contractor shall provide copies of the supplier's receipts to establish base payment to cover materials and the Government will add percent markup when paying invoice to contractor. Materials includes, but are a not limited to, seed, seedlings, herbicide, laboratory fees, and other necessary materials associated in carrying out any survey/monitoring work.	\$5,000.00	0%	\$ -

**ESTIMATED TOTAL PRICE:** \$ -  
**OPTION PERIOD 1**

**EXHIBIT C  
ESTIMATED SCHEDULE OF PRICES  
OPTION PERIOD 2**

EXHIBIT LINE ITEM NUMBER	SPRAYING LINE ITEM DESCRIPTIONS			ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	INFESTATION DEGREE	VEGETATION TYPE	TREATMENT METHOD			
C001	Light	Woody	Basal Bark	20.00 Acres	\$ -	\$ -
C002	Heavy	Woody	Basal Bark	5.00 Acres	\$ -	\$ -
C003	Light	Woody	Cut Stump	10.00 Acres	\$ -	\$ -
C004	Light	Woody	Foliar	20.00 Acres	\$ -	\$ -
C005	Heavy	Woody	Foliar	20.00 Acres	\$ -	\$ -
C006	Heavy	General	Foliar/Glyphosate	5.00 Acres	\$ -	\$ -

EXHIBIT LINE ITEM NUMBER	CLEARING LINE ITEM DESCRIPTIONS		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	MATERIAL SIZE				
C007	Small Diameter		30 Acres	\$ -	\$ -
C008	Large Diameter		10 Acres	\$ -	\$ -

		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
C009	Cost, on a per hour basis, of all labor associated with the surveying, monitoring, reporting, and corrective actions associated with the establishment of native species in natural or previously treated areas. Such activities include but are not limited to the surveying and evaluation of treatment areas, planning and establishing new treatment areas, and maintaining such areas through methods such as invasive species control and replanting to maintain appropriate cover of live plants.	75	\$ -	\$ -
C010	The contractor will be paid a percentage mark-up of the invoice cost to cover overhead costs associated with providing the material in addition to the invoice cost for the material. The contractor shall provide copies of the supplier's receipts to establish base payment to cover materials and the Government will add percent markup when paying invoice to contractor. Materials includes, but are a not limited to, seed, seedlings, herbicide, laboratory fees, and other necessary materials associated in carrying out any survey/monitoring work.	\$5,000.00	0%	\$ -

**ESTIMATED TOTAL PRICE:** \$ -  
**OPTION PERIOD 2**

**EXHIBIT D  
ESTIMATED SCHEDULE OF PRICES  
OPTION PERIOD 3**

EXHIBIT LINE ITEM NUMBER	SPRAYING LINE ITEM DESCRIPTIONS			ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	INFESTATION DEGREE	VEGETATION TYPE	TREATMENT METHOD			
D001	Light	Woody	Basal Bark	20.00 Acres	\$ -	\$ -
D002	Heavy	Woody	Basal Bark	5.00 Acres	\$ -	\$ -
D003	Light	Woody	Cut Stump	10.00 Acres	\$ -	\$ -
D004	Light	Woody	Foliar	20.00 Acres	\$ -	\$ -
D005	Heavy	Woody	Foliar	20.00 Acres	\$ -	\$ -
D006	Heavy	General	Foliar/Glyphosate	5.00 Acres	\$ -	\$ -

EXHIBIT LINE ITEM NUMBER	CLEARING LINE ITEM DESCRIPTIONS		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	MATERIAL SIZE				
D007	Small Diameter		30 Acres	\$ -	\$ -
D008	Large Diameter		10 Acres	\$ -	\$ -

		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
D009	Cost, on a per hour basis, of all labor associated with the surveying, monitoring, reporting, and corrective actions associated with the establishment of native species in natural or previously treated areas. Such activities include but are not limited to the surveying and evaluation of treatment areas, planning and establishing new treatment areas, and maintaining such areas through methods such as invasive species control and replanting to maintain appropriate cover of live plants.	75	\$ -	\$ -
D010	The contractor will be paid a percentage mark-up of the invoice cost to cover overhead costs associated with providing the material in addition to the invoice cost for the material. The contractor shall provide copies of the supplier's receipts to establish base payment to cover materials and the Government will add percent markup when paying invoice to contractor. Materials includes, but are a not limited to, seed, seedlings, herbicide, laboratory fees, and other necessary materials associated in carrying out any survey/monitoring work.	\$5,000.00	0%	\$0.00

**ESTIMATED TOTAL PRICE:** \$ -  
**OPTION PERIOD 3**

**EXHIBIT E  
ESTIMATED SCHEDULE OF PRICES  
OPTION PERIOD 4**

EXHIBIT LINE ITEM NUMBER	SPRAYING LINE ITEM DESCRIPTIONS			ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	INFESTATION DEGREE	VEGETATION TYPE	TREATMENT METHOD			
E001	Light	Woody	Basal Bark	20.00 Acres	\$ -	\$ -
E002	Heavy	Woody	Basal Bark	5.00 Acres	\$ -	\$ -
E003	Light	Woody	Cut Stump	10.00 Acres	\$ -	\$ -
E004	Light	Woody	Foliar	20.00 Acres	\$ -	\$ -
E005	Heavy	Woody	Foliar	20.00 Acres	\$ -	\$ -
E006	Heavy	General	Foliar/Glyphosate	5.00 Acres	\$ -	\$ -

EXHIBIT LINE ITEM NUMBER	CLEARING LINE ITEM DESCRIPTIONS		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	MATERIAL SIZE				
E007	Small Diameter		30 Acres	\$ -	\$ -
E008	Large Diameter		10 Acres	\$ -	\$ -

		ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
E009	Cost, on a per hour basis, of all labor associated with the surveying, monitoring, reporting, and corrective actions associated with the establishment of native species in natural or previously treated areas. Such activities include but are not limited to the surveying and evaluation of treatment areas, planning and establishing new treatment areas, and maintaining such areas through methods such as invasive species control and replanting to maintain appropriate cover of live plants.	75	\$ -	\$ -
E010	The contractor will be paid a percentage mark-up of the invoice cost to cover overhead costs associated with providing the material in addition to the invoice cost for the material. The contractor shall provide copies of the supplier's receipts to establish base payment to cover materials and the Government will add percent markup when paying invoice to contractor. Materials includes, but are a not limited to, seed, seedlings, herbicide, laboratory fees, and other necessary materials associated in carrying out any survey/monitoring work.	\$5,000.00	0%	\$ -

**ESTIMATED TOTAL PRICE:** \$ -  
**OPTION PERIOD 4**