

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 56		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N40085-15-R-7918		6. SOLICITATION ISSUE DATE 24-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 24 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	
SEE SCHEDULE								
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	
	SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL: EMAIL:					

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Professional Forestry FFP Costs to obtain all labor, supplies, materials, equipment, transportation, facilities, utilities, supervision and management; unless otherwise specified; required to provide Professional Forestry Services including Post Harvest Timber Stand Improvement (TSI), Regeneration Opening Cleaning TSI, Crop Tree Release TSI and Grapevine Control TSI via an Indefinite Delivery Indefinite Quantity (IDIQ) type contract at Naval Support Activity (NSA), Crane, Indiana, 47522. FOB: Destination		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option Period 1 - Professional Forestry FFP Costs to obtain all labor, supplies, materials, equipment, transportation, facilities, utilities, supervision and management; unless otherwise specified; required to provide Professional Forestry Services including Post Harvest Timber Stand Improvement (TSI), Regeneration Opening Cleaning TSI, Crop Tree Release TSI and Grapevine Control TSI via an Indefinite Delivery Indefinite Quantity (IDIQ) type contract at Naval Support Activity (NSA), Crane, Indiana, 47522. FOB: Destination		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Period 2 - Professional Forestry FFP Costs to obtain all labor, supplies, materials, equipment, transportation, facilities, utilities, supervision and management; unless otherwise specified; required to provide Professional Forestry Services including Post Harvest Timber Stand Improvement (TSI), Regeneration Opening Cleaning TSI, Crop Tree Release TSI and Grapevine Control TSI via an Indefinite Delivery Indefinite Quantity (IDIQ) type contract at Naval Support Activity (NSA), Crane, Indiana, 47522. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Period 3 - Professional Forestry FFP Costs to obtain all labor, supplies, materials, equipment, transportation, facilities, utilities, supervision and management; unless otherwise specified; required to provide Professional Forestry Services including Post Harvest Timber Stand Improvement (TSI), Regeneration Opening Cleaning TSI, Crop Tree Release TSI and Grapevine Control TSI via an Indefinite Delivery Indefinite Quantity (IDIQ) type contract at Naval Support Activity (NSA), Crane, Indiana, 47522. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Period 4 - Professional Forestry FFP Costs to obtain all labor, supplies, materials, equipment, transportation, facilities, utilities, supervision and management; unless otherwise specified; required to provide Professional Forestry Services including Post Harvest Timber Stand Improvement (TSI), Regeneration Opening Cleaning TSI, Crop Tree Release TSI and Grapevine Control TSI via an Indefinite Delivery Indefinite Quantity (IDIQ) type contract at Naval Support Activity (NSA), Crane, Indiana, 47522. FOB: Destination		Each		

NET AMT

NMCARS 5237.102(A)(1)(90)

5237.102 Policy

(a)(1)(S-90) Personal Medical services contracts are included as an exemption from performance-based acquisition methods.

(90) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. The only contracted services excluded from reporting are construction and utilities. The standard language to be inserted is:

“The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the NAVFAC ML PWD CRANE, IN** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.”

GENERAL INFORMATION**GENERAL INFORMATION**

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. 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 BRADY MILLER AT brady.miller@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

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-7918". 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 based on the two (2) seed projects bound separately. 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-7918". 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 24, 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-7918 (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 OF EVALUATION

The Lowest Price Technically Acceptable (LPTA) process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposals 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)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	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-2018	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 N/A N/A
 31-AUG-2020 FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.232-1	Payments	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.206-7000	Domestic Source Restriction	DEC 1991
5252.246-9304	Estimating the Price of Nonperformed or Unsatisfactory Work	OCT 2004

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) is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposals with the lowest evaluated price. The following factors shall be used to evaluate offers:

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

- Factor 1 – Past Performance
- Factor 2 – Technical Narrative
- Factor 3 – Safety
- Factor 4 – Seed Projects

Basis of Evaluation and Submittal Requirements for Each Factor.

FACTOR #1: PAST PERFORMANCE. 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 TSI completed, location, 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: TECHNICAL NARRATIVE. The offeror shall clearly demonstrate a feasible approach for controlling and managing the work outlined in the contract.

Key items to address shall be:

- a. Workload Management.
 - (1) Provide plan for accomplishing the various tasks identified in the solicitation documents including but not limited to workforce, equipment to be used, supervision and management required to provide Timber Stand Improvement (TSI) Services including Post Harvest TSI, Regeneration Opening Cleaning TSI, Crop Tree Release TSI and Grapevine Control TSI at Naval Support Activity (NSA), Crane, Indiana, 47522.
 - (2) Indicate your ability to handle several hundred acres of TSI under individual task orders.

- (3) Indicate your ability to provide a professional forester on site when work is ongoing. This is important because specific trees to be treated for TSI are not marked in the field by the government. The decision as to specific trees to be treated is made on the site by the contractor.

b. Communication.

- (1) Describe your approach to maintaining effective communication with the Government while work is ongoing.

c. Quality.

- (1) Provide a summary of how you will ensure full compliance with all performance objectives and standards.
 (2) Describe how you will ensure the entire tract has been treated and that appropriate work has been completed as needed.

d. Subcontractor Management.

- (1) For work that is to be subcontracted, provide proposed subcontractor selection and management processes that will be used to ensure consistent satisfactory performance of subcontracts. If work is to be self performed, please indicate so in your proposal.

(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 ability to provide a professional forester on site when work is ongoing, and persons performing the work are licensed in the State of Indiana.

FACTOR #3: SAFETY.

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

(1) Experience Modification Rate (EMR): For the *three* 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 #4: SEED PROJECTS. Solicitation Submittal Requirements: The offeror shall submit a task order proposal for each of the two seed projects. These seed projects represent a typical array of work that may be ordered under this contract. Provide a separate proposal for each of the "seed" projects. **Seed Project 1; Post Harvest TSI and Seed Project 2; Grapevine Control TSI** that consists of the following:

- a The contractor shall submit a brief work plan that identifies the tasks to be performed in each of the task orders, a realistic schedule for completing the work including the ability to accomplish

work during normal working hours, and if appropriate a list of all subcontractors to be used as well as the work to be subcontracted. (Provide a description of the work to be performed and how you will accomplish it, you may utilize information from your overall Technical Narrative & Safety sections)

FACTOR #5: PRICE. (1) Solicitation Submittal Requirements: The basis of price proposal shall be the prices provided for the seed projects. Offerors shall complete and submit the SF1449, and provide price proposals for Seed Project 1 Post Harvest TSI and Seed Project 2 Grapevine Control. 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

Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the total price of both seed projects. The total price will be evaluated to determine the reasonableness, realism, and completeness of the offeror's proposal. One or more of the following techniques will be used to ensure a fair and reasonable price:

1. Comparison of proposed prices received in response to the solicitation.
2. Comparison of proposed prices with the independent Government estimate.
3. Comparison of proposed prices with available historical information.

The seed projects will be used to satisfy the guaranteed minimum of one or more contractors. The same contractor may be awarded both of the seed projects or each seed project may be awarded to a different contractor. Those selected contractors not receiving a seed project award will be awarded on one-time guaranteed minimum of \$5,000.00. This one time guaranteed minimum will be deducted when the total of the orders placed with the contractor meet or exceed \$5,000.00.

(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
____	____
____	____

—	—
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(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)(i) 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
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---	---

[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.

(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)
 - ___ (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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation. The Government expects to award up to four (4) contracts.

(End of provision)

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 date of award of the contract through date of contract completion.

(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 **20 acres**, 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 **15 acres**;

(2) Any order for a combination of items in excess of **3,000 acres**; or

(3) A series of orders from the same ordering office within **10 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)

52.216-22 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 **contract completion date**.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **09/30/2015**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **9/30/2015**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor upon discovery of such defect or nonconformance. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

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

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

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

<https://www.acquisition.gov/?q=browsefar>

(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>

<https://www.acquisition.gov/?q=browsefar>

(End of clause)

252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

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

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

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

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

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

(4) The Government has marked the record “Active.”

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of Provision)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the

clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related

information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this

clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u>	<u>Audit &</u>	<u>Identification</u>	<u>Media Protection</u>	<u>System & Comm</u>
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AC-2 AC-3(4) AC-4 AC-6 AC-7 AC-11(1) AC-17(2) AC-18(1) AC-19 AC-20(1) AC-20(2) AC-22	<u>Accountability</u> AU-2 AU-3 AU-6(1) AU-7 AU-8 AU-9	<u>and Authentication</u> IA-2 IA-4 IA-5(1)	MP-4 MP-6	<u>Protection</u> SC-2 SC-4 SC-7 SC-8(1) SC-13 SC-15 SC-28
	<u>Configuration Management</u> CM-2 CM-6 CM-7 CM-8	<u>Incident Response</u> IR-2 IR-4 IR-5 IR-6	<u>Physical and Environmental Protection</u> PE-2 PE-3 PE-5	
		<u>Maintenance</u> MA-4(6) MA-5 MA-6	<u>Program Management</u> PM-10	<u>System & Information Integrity</u> SI-2 SI-3 SI-4
<u>Awareness & Training</u> AT-2	<u>Contingency Planning</u> CP-9		<u>Risk Assessment</u> RA-5	

Legend:

AC: Access Control

AT: Awareness and Training MP:

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified

Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N61154
Ship To Code	N61154
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	N61154
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N61154
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

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

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

Lorna Tribby, e-mail: lorna.tribby@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

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

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

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

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

5252.216-9306, 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.

5252.246-9303 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)

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.

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>The intention of this solicitation is to obtain all labor, supplies, materials, equipment, transportation, facilities, utilities, supervision and management; unless otherwise specified; required to provide Professional Forestry Services including Post Harvest Timber Stand Improvement (TSI), Regeneration Opening Cleaning TSI, Crop Tree Release TSI and Grapevine Control TSI via an Indefinite Delivery Indefinite Quantity (IDIQ) type contract at Naval Support Activity (NSA), Crane, Indiana, 47522.</p> <p>This is an Indefinite Quantity (IDIQ) Contract (NFAS 5252.216-9310) for supplies or services specified and effective for the period stated in the schedule. The actual amount of work to be performed and the time and place of such performance will be determined by the Contracting Officer or his properly authorized representative, who will issue written task orders to the contractor(s). The government will award approximately 4 contracts, but reserves the right to award as many contracts as is deemed necessary for this work. Each of the successful contractors will have an opportunity to submit a proposal and compete for each task order issued under the Forestry Services Contract. This contract is designed to expedite contract requirements by reducing acquisition lead times by putting in place base quality control, environmental, and safety plans that will be modified and appended on a Task Order-by-Task Order basis. It is designed to provide a flexible and responsible contractual capability to support a variety of natural resources support services. Each awarded contractor will be guaranteed a minimum of \$5,000.00 over the life of the contract. This contract contains provisions for a 12-month base period, plus four 12-month option periods to be exercised at the Government's discretion. The contract term shall not exceed 60 months, or the total value of all awarded individual contracts shall not exceed \$1 million, whichever comes first. The Government is not obligated to order from the contractor those services that are currently being performed under other contracts or services currently under warranty or including credit card purchases.</p> <p>Offeror's are invited and expected to inspect the site(s) where services are to be performed and 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.</p> <p>The Government Point of Contact is Ms. Lorna Tribby, Building 2516. Please e-mail all questions concerning the specification to Lorna at lorna.tribby@navy.mil</p>

0100000 – General Information		
Spec Item	Title	Description
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Naval Support Activity, Crane, Indiana under an Indefinite Delivery Indefinite Quantity type, performance-based contract that is comprised of both Recurring Work and Non-Recurring Work Items.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff-N/A Annex 4 Public Safety-N/A Annex 5 Air Operations-N/A Annex 6 Port Operations-N/A Annex 7 Ordnance-N/A Annex 8 Range Operations-N/A Annex 9 Health Care Support-N/A Annex 10 Supply-N/A Annex 11 Personnel Support-N/A Annex 12 Morale, Welfare and Recreation Support -N/A Annex 13 Galley-N/A Annex 14 Housing-N/A Annex 15 Facilities Support-1503050 Grounds Maintenance-Timber Stand Improvement Annex 16 Utilities-N/A Annex 17 Base Support Vehicles and Equipment-N/A Annex 18 Environmental-N/A</p>
1.2	Project Location	The work shall be performed at various locations on NSA Crane, Crane, IN and could vary from location to location.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional services. 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 63,000 acres of woods, grassland and industrial areas, with 412 miles of road way and 130 miles of rail, surrounded by Martin, Daviess, Greene and Lawrence Counties in Southern Indiana.
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

0100000 – General Information		
Spec Item	Title	Description
		of work and conditions under which work is to be performed.
1.6	Climate Patterns	Average summer temperature: 70 to 80F. Average winter temperature: 25 to 35F Average First Freeze Date: October 16 Average Last Freeze Date: April 22 Reference: Indiana State Climate Office, Iclimate.org
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.
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.

0100000 – General Information		
Spec Item	Title	Description
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 Recurring Work requirements. Specification item 4 will always contain the Non-recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.</p>
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

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0200000 - Management and Administration		
Spec Item	Title	Description
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 06300-1700, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	None
2.2.2	Wage Determinations	<u>1981-1257, Revision #38, dated 03/03/2015</u>
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings Such as the contract pre-start meeting.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	N/A
2.3.3	Partnering	The information given in all "Partnering" sections are for informational purposes only and the contractor is not required to fulfill partnering requirements for this contract. To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.

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		<p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (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	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President * Project Manager * Quality Manager Site Safety and Health Officer</p>
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall be licensed with a Category 2 "Forest Pest management" license by the State of Indiana to provide services. All work shall be performed by certified, responsible individuals, and in accordance with federal, state,</p>

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		local, and installation 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 once per year.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers Other as required by state law>>
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	N/A
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-1503050-02. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract. A copy of the Contractors Operational Manual is available on the internet @ www.crane.navy.mil ; Visitor Information – Contractors Operations Manual.
2.3.9	Invoicing Procedures	Refer to FAR 252.232-7006 for invoicing instructions
2.3.10	Forms	Forms referenced in this Annex, e.g. Contractor Quality Control Report are included among the Forms in J-0200000.
2.4	Government-Furnished Property, Materials and	None

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Spec Item	Title	Description
	Services	
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 not provide utilities to the Contractor.
2.4.3	Government-Furnished Materials (GFM)	The Government will not provide office space or operational facilities to the Contractor.
2.4.4	Government-Furnished Equipment (GFE)	The Government will not provide office space or operational facilities to the Contractor.
2.4.5	Government-Furnished Services (GFS)	The Government will not provide office space or operational facilities to the Contractor.
2.5	Contractor-Furnished Items	<p>Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.</p> <p>a. Power and hand-operated tools and equipment that are mechanically sound and safe to operate and that meet fire and safety requirements of the Center will be permitted. All vehicles and equipment shall meet OSHA and manufacturer's safety requirements.</p>
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	N/A
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within 24 hours after a work day using the "Contractor Quality Control Report" Form. This form is located in Section J and will also be provided electronically by the NTR.
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

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Spec Item	Title	Description
		<p>Section F. The Contractor shall submit accurate and complete documents 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 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)	N/A
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"> • Accurate documentation of work processes, procedures, and output measures. • A systematic procedure for assessing compliance with performance objectives and standards. • Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. • Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	<ul style="list-style-type: none"> • The contractor shall ensure quality management. The professional forester on site shall ensure work is accomplished and followed per Section 1503050 of the work requirements, additionally the contractor shall submit the Contractor Quality Control Report each day work is performed.
2.6.7.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Control Report. The contractor will utilize the Contractor Quality Control Report listed as ATTACHMENT J-1503020-03
2.6.8	Property Management Plan	N/A
2.6.9	System and Equipment Replacement	N/A
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.

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Spec Item	Title	Description
2.7.1	Key Personnel	The contractor must ensure that a professional forester as defined in J-1503050-01 is on site at all times while work is being performed. The same person can be the PM, SSHO, Quality Manager, and Environmental/Energy Manager. Additionally, no person shall work alone. A minimum of 2 people must be on site while work is ongoing. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. For contracts \$200,000/year or less or contracts of minimal performance risk, e.g., 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 fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract: The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO and the Project Manager.
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience. The SSHO may also be the same person as the Quality Manager.</p>
2.7.1.4	Environmental/Energy	N/A

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Spec Item	Title	Description
	Manager	
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. The contractor shall maintain at minimum one person on site that satisfies the requirement of a Professional Forester as outlined in J-1503050-01. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	The following manpower reporting is required by NMCARS 5237.102. The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil . Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk , linked at https://doncmra.nmci.navy.mil .
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List in the Accident

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Spec Item	Title	Description
		Prevention Plan. The list shall include the employees name and position.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable. The Government Post Award Project Manager will provide vehicle passes to be displayed in the dashboard of the vehicle at all times when on the installation.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge until the contractor receives their proper NCACS badge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>
2.8.4.1	NCACS Program	<p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342.</p>

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Spec Item	Title	Description
2.8.4.2	One-Day Passes	Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
2.8.5	Access to Buildings	N/A
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact. 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.
2.8.7	Security Clearances	N/A
2.8.8	Access to Sensitive Unclassified Information	N/A
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)	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. The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 11 of Appendix A of EM 385-1-1. The Contractor shall submit an APP for acceptance per Section F after awarded the contract, this is not required as part of the proposal. An example will be provided to the contractor. The Contractor shall review,

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Spec Item	Title	Description
		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.
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., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> • For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. • For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. • For construction (including renovation or alteration) task orders placed on the non-recurring work portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal. <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> • The steps of the service process; • Identify potential hazards that exist as a result of the Contractor's service process within the environment; • Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment; • Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; • Inspection requirements to assure service activity is safe; and • Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment. <p>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> <p>The AHA is not required as part of this proposal but will be required after award. An example will be provided by to the contractor.</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

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		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	N/A
2.9.3.2	Access/Haul Road Plan	N/A
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	N/A
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	N/A
2.9.3.7	Critical Lift Plan	N/A
2.9.3.8	Demolition Plan	N/A
2.9.3.9	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.9.3.10	Excavation/Trenching Plan	N/A
2.9.3.11	Fall Prevention and Protection Plan	N/A
2.9.3.12	Fire Prevention Program	N/A
2.9.3.13	Floating Plant Severe Weather Precaution Plan and Marine Emergency Plan	N/A.
2.9.3.14	Hazardous Energy Control Program	N/A
2.9.3.15	Health Hazard Control Program and Hazard Communication Program	N/A
2.9.3.16	Heat/Cold Stress Monitoring Plan	N/A
2.9.3.17	Lead Compliance and Abatement Plan	N/A
2.9.3.18	Radiation Safety Program	N/A
2.9.3.19	Respiratory Protection Program	N/A
2.9.3.20	Site Sanitation Plan	N/A
2.9.3.21	Temporary Facility Layout Plan	N/A
2.9.3.22	Underground Emergency Rescue Plan	N/A

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Spec Item	Title	Description
2.9.4	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p>
2.9.4.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p>

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Spec Item	Title	Description
2.9.5	Fire Protection	<p>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>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. "No Smoking" signs shall be posted in fueling areas. All containers shall be marked as to their contents and ownership. One 20-pound dry powder fire extinguisher shall be located at each fueling area All motors shall be secured before refueling. No refueling shall be done within 100 feet of explosive-loading buildings or explosive storage areas. No smoking or open flame (burning) shall occur without the prior approval of the OIC. Smoking on-Center shall be in accordance with NAVSURFWARCENDIVCRANEINST 11320.2. The Contractor shall submit a memorandum to the OIC inspector to request a smoking or open flame permit.</p>
2.9.6	Monthly On-Site Labor Report	N/A
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.
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: The site is safe and free of job-site hazards</p> <ul style="list-style-type: none"> • Proper PPE is being utilized and worn. • Safe work practices and processes are being followed. • Workers are familiar with the hazards covered in the respective AHA for that work activity. • All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this</p>

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Spec Item	Title	Description
		notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.
2.9.9	Safety Certification	The Contractor shall submit copies of all 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	The contractor shall wear all safety gear as necessary for the task being performed. The gear shall include the specifications in Corps of Engineers Manual, EM 385-1-1.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> • Reduce purchase and use of toxic and hazardous materials; • Expand purchase of green products and services; increase recycling; • Reduce energy and water use; • Increase use of alternative fuels and renewable energy; • Integrate green building concepts in major renovations and new construction; • Prevent pollution at the source; and • Continual improvement. <p>Policy:</p> <ul style="list-style-type: none"> • Protect public health and the environment by being an environmentally responsible member of the community; • Preserve our natural, historic and cultural resources; • Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials; • Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities; • Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste; • Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations; • Enhance our program as we develop and implement an Environmental Management System; and • Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.

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		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.
2.10.1	Energy Management Program	N/A
2.10.1.1	Water Conservation Plan	N/A
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 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	N/A
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.
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,	The Contractor shall contain, clean up, and report all spills on Government

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Spec Item	Title	Description
	Containment, and Clean-up	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.
2.10.2.5	Hazardous Material Management	<p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p>
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	N/A
2.10.2.8	Salvage	N/A
2.10.2.9	Asbestos Containing Material (ACM)	N/A
2.10.3	Sustainable Procurement and Practices	N/A
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 (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to</p>

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Spec Item	Title	Description
		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.
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction
2.12	Technical Library	N/A
2.13	Warranty Management	N/A
2.14	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	N/A
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)	N/A
2.14.3	Common Output Level Standards (COLS) Options	N/A
		N/A
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services	N/A
		N/A
2.14.3.2	Option to Change COLS at Contract Award	N/A
2.14.3.3	Option to Change COLS at Exercise of an Option Period	N/A
2.15	Non-recurring Work	N/A
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	N/A
2.15.1.1	Acceptance and Performance	N/A
2.15.1.2	Invoicing and Receiving Payment	N/A
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	N/A
2.15.2.1	Non-recurring Work Preparation of Proposals	N/A

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Spec Item	Title	Description
2.15.2.1.1	Labor Requirements	N/A
2.15.2.1.2	Material and Equipment Requirements	N/A
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring work ELINS	N/A

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Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, materials, and equipment necessary to provide Timber Stand Improvement Services at Naval Support Activity, Crane, Indiana
1.1	Concept of Operations	<p>The intention of this solicitation is to obtain all labor, supplies, materials, equipment, transportation, facilities, utilities, supervision and management; unless otherwise specified; required to provide Professional Forestry Services including Post Harvest Timber Stand Improvement (TSI), Regeneration Opening Cleaning TSI, Crop Tree Release TSI and Grapevine Control TSI via an Indefinite Delivery Indefinite Quantity (IDIQ) type contract at Naval Support Activity (NSA), Crane, Indiana, 47522.</p> <p>This is an Indefinite Quantity (IDIQ) Contract (NFAS 5252.216-9310) for supplies or services specified and effective for the period stated in the schedule. The actual amount of work to be performed and the time and place of such performance will be determined by the Contracting Officer or his properly authorized representative, who will issue written task orders to the contractor(s). The government will award approximately 4 contracts, but reserves the right to award as many contracts as is deemed necessary for this work. Each of the successful contractors will have an opportunity to submit a proposal and compete for each task order issued under the Forestry Services Contract. This contract is designed to expedite contract requirements by reducing acquisition lead times by putting in place base quality control, environmental, and safety plans that will be modified and appended on a Task Order-by-Task Order basis. It is designed to provide a flexible and responsible contractual capability to support a variety of natural resources support services. Each awarded contractor will be guaranteed a minimum of \$5,000.00 over the life of the contract. This contract contains provisions for a 12-month base period, plus four 12-month option periods to be exercised at the Government's discretion. The contract term shall not exceed 60 months, or the total value of all awarded individual contracts shall not exceed \$1 million, whichever comes first. The Government is not obligated to order from the contractor those services that are currently being performed under other contracts or services currently under warranty or including credit card purchases.</p> <p>Offeror's are invited and expected to inspect the site(s) where services are to be performed and 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.</p> <p>The Government Point of Contact is Ms. Lorna Tribby, Building 2516. Please email all questions concerning the specification to Lorna at lorna.tribby@navy.mil</p>

1503050 - Timber Stand Improvement Services		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1503050-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently provide timber stand improvement services. At minimum at least 1 professional forester must be on site while work is ongoing. No person shall work alone, at least 2 personnel must be one site while work is ongoing.
2.2.1	Certification, Training, and Licensing	The Contractor shall be licensed with a Category 2 "Forest Pest management" license by the State of Indiana to provide services. All work shall be performed by certified, responsible individuals, and in accordance with federal, state, local, and installation laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F. 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 once per year.
2.3	Special Requirements	N/A
2.3.1	Vehicles on Sidewalks or Lawns	N/A
2.3.2	Equipment Restrictions	N/A
2.3.3	Safety	Safety requirements are included in Annex 2.
2.3.4	Work Identification	The work type and locations will be identified by the government.
2.3.5	Working Adjacent to Parking Areas	Work shall be performed with care on grounds adjacent to parking areas so as to prevent damage to parked vehicles.
2.3.6	Access Coordination	The Contractor shall coordinate all access to performance areas such as airfields and firing ranges through the KO. If required, the Contractor shall be in radio contact with the controlling authority during work performance.
2.3.7	Water Management	N/A
2.3.7.1	Water Conservation Plan	N/A
2.4	References and Technical Documents	References and Technical Documents are listed in J-1503050-02.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	N/A	N/A	N/A
3.1	Improved Grounds	N/A	N/A	N/A
3.1.1	Lawn Care	N/A		N/A
3.1.1.1	Mowing and Trimming	N/A	N/A	N/A
3.1.1.2	Edging	N/A	N/A	N/A
3.1.1.3	Lawn Maintenance	N/A	N/A	N/A
3.1.2	Vegetation Control	N/A	N/A	N/A
3.1.3	Irrigation Systems Operation	N/A	N/A	N/A
3.1.4	Debris Removal	N/A	N/A	N/A
3.1.5	Shrub and Hedge Maintenance	N/A	N/A	N/A
3.1.6	Plant Maintenance	N/A	N/A	N/A
3.1.7	Plant Bed Maintenance	N/A	N/A	N/A
3.1.8	Tree Maintenance	N/A	N/A	N/A
3.1.9	Maintenance of Artificial Turf	N/A	N/A	N/A
3.1.10	Maintenance of Xeriscape Area	N/A	N/A	N/A
3.2	Semi-improved Grounds	N/A	N/A	N/A
3.2.1	Grounds Care	N/A	N/A	N/A
3.2.2	Tree Control	N/A	N/A	N/A
3.2.3	Vegetation Control	N/A	N/A	N/A
3.3	Unimproved Grounds	N/A	N/A	N/A
3.3.1	Grounds Care	N/A	N/A	N/A
3.3.2	Tree Control	N/A	N/A	N/A
3.4	Storm Drainage Systems	N/A	N/A	N/A

1503050 - Timber Stand Improvement Services				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	IDIQ Work	IDIQ work may be ordered utilizing 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.	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.	
4.1	IDQ Work	Post Harvest Timber Stand Improvement		
			<p><u>GENERAL REQUIREMENTS</u> The work includes the performance:</p> <ul style="list-style-type: none"> a. Selecting trees and shrubs for treatment within the designated work areas following the guidelines outlined below in "Marking Guide". b. Treating the selected trees and shrubs as described below in "Method of Treatment". c. Cutting all grape vines within the boundaries of the areas designated as described below in "Marking Guide". <p><u>WORK AREA BOUNDARIES:</u> Work areas are to be determined by assignment of tracts from NSA foresters. Maps of the work areas will be provided by NSA Crane Foresters.</p> <p><u>AREAS TO BE TREATED:</u> Areas to be treated are indicated by boundary trees marked with two horizontal lines of paint, facing into the tract. The acreage to be worked as set forth in these specifications are approximate</p>	Work is accomplished in accordance with requirements and treatments set forth in this Performance Objective.

			<p>only, having been derived from Geographic Information System (GIS) mapping and not from a land survey. All disputes relating to the acreage involved shall be referred to the GIS for settlement</p> <p><u>MARKING GUIDE:</u> Selection of trees and shrubs for treatment <u>must</u> be made by a professional forester. The following guidelines must be followed when selecting trees and shrubs for treatment:</p> <p><u>a) Obey date restrictions:</u> Between the dates of April 1st and October 1st coppicing or felling will be strictly limited to trees that are 3 inches in dbh or smaller due to the presence of the federally endangered Indiana Bat. During this timeframe, treatment of trees larger than 3 inches dbh will be limited to a double girdle.</p> <p><u>b) Complete Regeneration Openings:</u> All trees and shrubs within new regeneration openings that are two inches dbh or over eight feet tall must be treated. The exception is the occasional large diameter wildlife or seed tree. These will generally be 20" and greater in dbh.</p> <p><u>c) Coppice oak within new openings:</u> While in new regeneration openings, efforts will be made to coppice oak. Oaks clearly within regeneration opening with a dbh of 12 inches or lower will be coppiced as close to the ground as possible to promote healthy stem production. During the dates stated in paragraph "a" of this section, coppicing will be limited to trees 3 inches in dbh or smaller, however stems larger than 3" in dbh may be treated with a double girdle within 4" of the ground to promote coppice sprouting.</p> <p><u>d) Treat damaged Trees:</u> Trees severely damaged during the</p>	
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			<p>logging operations must be either felled or girdled unless eminent danger of falling into mowed or developed areas.</p> <p><u>e)Evaluate cull trees:</u> Trees with a painted 'X' on them shall be treated. Most other cull trees should be left for wildlife trees, including large mast producing “wolf” trees, hollow trees, cavity containing trees and honeybee trees.</p> <p><u>f)Cleaning in previous regeneration Openings:</u> In 15-20 year old regeneration openings, when present, the best trees must be selected and the undesirable competing trees must be treated. Grapevines shall be cut within these older regeneration openingsto within 12” of ground level.</p> <p><u>g)Perform Crop Tree Release:</u> Crop trees in the poletimber and small sawtimber size classes throughout the stand should be released.</p> <p><u>h)Perform grapevine control:</u> All grapevines shall be cut with the exception of vines within or on the boundary of a regeneration opening. Grapevines shall be cut to within 12” of ground level.</p> <p><u>i)Obey riparian buffer restrictions:</u> No treatments will be performed within 50 feet of an intermittent stream or within 100 feet of a perennial stream as indicated by the map given to the contractor.</p> <p><u>j)No Shagbark hickory trees shall be treated in any manner, whether by girdle or felling.</u></p> <p><u>METHOD OF TREATMENT</u> Any tree or shrub designated for treatment must either be felled, or double girdled, at the option of the contractor and within constraints of the presence of the Indiana Bat as stated in paragraph “a” of the “Marking Guide” section.</p>	
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			<p>Trees felled shall leave a stump not higher than 12 inches from the ground. No top or limbs shall be left leaning against any standing tree.</p> <p><u>GIRDLES:</u> Stems not felled shall be completely double girdled by a chainsaw with girdles 4 to 10 inches apart. Girdles shall be made in the following manner: Using a chain saw, cut through the bark and at least one inch deeper than the cambium at a height of three feet or less above the ground. The cut must be joined so that a continuous girdle results. Where irregularities in the shape of the tree make it impossible to fashion a complete girdle in the location indicated, locate the cut so that continuous girdles results.</p> <p><u>TREATMENTS NEAR DEVELOPED AREAS:</u> Care shall be taken to remove treated trees from cleared areas around or on any structure or right of way. Trees or shrubs should not be treated if upon dying there is a high probability of them falling on to maintained areas.</p> <p><u>WEATHER:</u> During periods of extremely high fire hazard, operations may be suspended by the KO or his duly authorized representative.</p> <p><u>AILANTHUS TREATMENT:</u> For the purposes of this contract, the treatment of ailanthus will be limited to occasional occurrences of ailanthus, less than 15 stems per acre, on the overall tract. The “per acre” requirement is expressed as the average per acre on a tract-wide basis. This level of ailanthus within the stand will not be considered an “infestation”. “Infestations” of ailanthus will be treated by an invasive species control contract which is separate from this contract. If the contractor encounters a tract where the ailanthus exceeds 15 trees per acre they should report</p>	
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this to the NTR.

AILANTHUS TREATMENT METHOD:

a)Basal Bark: 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.

Applications of this type will be made by using one of the following chemical mixtures:

1. at least 20% triclopyr combined with a basal oil carrier (note: diesel fuel or kerosene are not accepted basal oil carriers)

2. at least 15% triclopyr combined with 5% imazapyr combined with a basal oil carrier. (note: diesel fuel or kerosene are not accepted basal oil carriers)

b)Other pesticides not mentioned in the above list are subject to approval through the NSA Crane environmental department.

c)Stems treated shall be marked with highly visible flagging or paint.

d)Care shall be taken to protect desirable vegetation to the maximum extent practical as determined by the government.

e)Chemicals used for this job shall not be stored on Navy property. All usage, storage, mixing, and disposition of unused chemicals, oil diluent, penetrant, and surfactant shall be in strict conformance with label directions.

f)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 fluid transport limit of 300 gallons shall be enforced.

g)Rinse water and containers shall be disposed of in accordance with label directions. Excess pesticides, rinse water, and containers shall not be

			<p>disposed of on Navy property.</p> <p>h)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. These numbers are (812) 854-3300 and (812) 854-1132 respectively.</p> <p>i)Vehicles used to transport the herbicide shall be equipped with a fire extinguisher, a spill and decontamination kit as specified in TIM No. 15, and emergency wash water.</p> <p>j)Chemical Material Safety Data Sheets (MSDS) must be stored in the Accident Prevention Plan (APP) at all times.</p> <p>k)Chemical product usage must be reported monthly to the NTR.</p> <p><u>STAND HISTORY:</u> NSA foresters will provide a table of stand histories for each task order solicited.</p>	
4.2	IDQ Work	Regeneration Opening Cleaning Timber Stand Improvement	<p><u>GENERAL REQUIREMENTS:</u> The work includes selecting and releasing future crop trees, cutting grapevines, and deadening trees located in the regeneration openings that survived previous girdling attempts. Selection of trees and shrubs for treatment must be made by a professional forester.</p> <p><u>AREAS TO BE TREATED:</u> The areas to be treated are the regeneration openings created by timber sales within the past 8-20 years. These areas are within the boundaries of a larger sale area where other openings may occur but are not a target of this contract. Maps provided will delineate the areas where work is</p>	Work is accomplished in accordance with requirements and treatments set forth in this Performance Objective.

			<p>to occur. The acreage to be worked as set forth in these specifications are approximate only, having been derived from Geographic Information System (GIS) mapping and not from a land survey. All disputes relating to the acreage involved shall be referred to the GIS for settlement.</p> <p><u>GRAPEVINE CUTTING:</u></p> <p>a) All grapevines shall be severed within 12 inches of ground level. If the grapevine infestation is heavy, their control shall take priority over releasing future crop trees. In these areas work that would have otherwise thinned the canopy will be scaled back in an effort to keep the ground floor in a shaded condition so as to prevent resprouting of the grapevines.</p> <p>b) Sections of openings that have severe grapevine infestations to the point of being 'arbor' like need not be treated.</p> <p><u>INDIANA BAT and NORTHERN LONG EARED BAT GUIDELINES:</u></p> <p>a) Shagbark hickory shall not be killed under any circumstance. Shagbark of larger diameter class remaining from the previous harvest within work area shall remain as habitat. Shagbark hickory in the sapling/pole stage within opening shall also remain, even when competing with a designated crop tree.</p> <p>b) No snag shall be felled so as to prevent a loss of possible roost habitat.</p> <p>c) No operations that will cause the felling of trees of any species larger than 3 inches diameter at breast height (DBH) shall be performed between the dates of April 1st and October 1st.</p> <p><u>SELECTING FUTURE CROP TREES:</u></p> <p>a) Select crop trees on an approximate spacing of 20'x20'. Select high-quality, vigorous, dominant, co-dominant, or</p>	
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			<p>intermediate trees to release. Groups of oak saplings shall be thinned on a 10'x10' spacing.</p> <p>b) Selected crop trees shall be released by the cutting of adjacent competing trees. Crop trees may need to be released on all four sides; however, a more limited release may be better in some cases to provide competition to facilitate better form and quality of the crop tree. In any case the objective of the release is to ensure that the crop tree survives with a good chance to become a member of the forest canopy.</p> <p>c) For sprout clumps, cut all but the best, high-quality, dominant-codominant low-origin stem.</p> <p><u>SPECIES PREFERENCE GUIDE:</u> The following is a general list of species to favor in descending order in selecting crop trees. It may be deviated from in certain cases due to consideration of tree form or vigor. In areas where nearly 100% of work area is dominated by a single species, choose dominant of such species and thin according to guidelines stated above.</p> <p>a) <u>"GOOD" SITE QUALITY(usually north or east aspects)</u></p> <ol style="list-style-type: none"> (1) White oak (2) Black walnut (3) Northern red oak (4) Black cherry (5) Black oak (6) Sugar maple (7) White ash (8) Yellow poplar <p>b) <u>"POOR SITE" QUALITY(usually south or west aspects)</u></p> <ol style="list-style-type: none"> (1) White oak (2) Northern red oak (3) Black oak (4) Scarlet oak (5) Yellow poplar 	
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			<p><u>METHOD OF TREATMENT:</u> Any tree or shrub designated for deadening must either be felled, or double girdled, at the option of the contractor. Trees felled shall leave a stump not higher than 12 inches from the ground. Double girdles shall be placed 4 to 10 inches apart using a chainsaw cutting at least 1 inch deeper than the cambium layer. The girdles shall be at a height of 3 feet or less from the ground. The cut must be joined so that continuous girdles result.</p> <p><u>AILANTHUS TREATMENT:</u> For the purposes of this contract, the treatment of ailanthus will be limited to occasional occurrences of ailanthus, less than 15 stems per acre, on the overall tract. The “per acre” requirement is expressed as the average per acre on a tract-wide basis. This level of ailanthus within the stand will not be considered an “infestation”. “Infestations” of ailanthus will be treated by an invasive species control contract which is separate from this contract. If the contractor encounters a tract where the ailanthus exceeds 15 trees per acre they should report this to the NTR.</p> <p><u>AILANTHUS TREATMENT METHOD:</u> a)Basal Bark: 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. Applications of this type will be made by using one of the following chemical mixtures: 1. at least 20% triclopyr combined with a basal oil carrier (note: diesel fuel or kerosene are not accepted basal oil carriers) 2. at least 15% triclopyr combined with 5% imazapyr combined with a basal oil carrier. (note: diesel fuel or kerosene are not accepted basal oil carriers)</p> <p>b)Other pesticides not mentioned</p>	
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			<p>in the above list are subject to approval through the NSA Crane environmental department.</p> <p>c)Stems treated shall be marked with highly visible flagging or paint.</p> <p>d)Care shall be taken to protect desirable vegetation to the maximum extent practical as determined by the government.</p> <p>e)Chemicals used for this job shall not be stored on Navy property. All usage, storage, mixing, and disposition of unused chemicals, oil diluent, penetrant, and surfactant shall be in strict conformance with label directions.</p> <p>f)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 fluid transport limit of 300 gallons shall be enforced.</p> <p>g)Rinse water and containers shall be disposed of in accordance with label directions. Excess pesticides, rinse water, and containers shall not be disposed of on Navy property.</p> <p>h)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. These numbers are (812) 854-3300 and (812) 854-1132 respectively.</p> <p>i)Vehicles used to transport the herbicide shall be equipped with a fire extinguisher, a spill and decontamination kit as specified in TIM No. 15, and emergency wash water.</p>	
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			<p>j)Chemical Material Safety Data Sheets (MSDS) must be stored in the Accident Prevention Plan (APP) at all times.</p> <p>k)Chemical product usage must be reported monthly to the NTR</p>	
4.3	IDQ Work	Pole Timber Crop Tree Release Timber Stand Improvement	<p><u>GENERAL REQUIREMENTS:</u> Selection of trees and shrubs for treatment must be made by a professional forester. The work includes the performance of:</p> <p>a)Selecting trees and shrubs for treatment within the designated work areas following the guidelines outlined below.</p> <p>b)Treating the selected trees and shrubs as described below.</p> <p>c)Cutting all grapevines within the boundaries of the areas designated as described below.</p> <p><u>WORK AREA BOUNDARIES:</u> Locations of the work areas will be provided by NSA Crane Foresters. Boundaries are established on the ground by a special mark on certain trees and in a straight line between such trees. The acreage to be worked as set forth in these specifications are approximate only, having been derived from Geographic Information System (GIS) mapping and not from a land survey. All disputes relating to the acreage involved shall be referred to the GIS for settlement</p> <p><u>INDIANA BAT AND NORTHER LONG EARED BAT GUIDELINES:</u> a)Shagbark hickory shall not be killed under any circumstance. Shagbark hickory shall remain even when competing with a designated crop tree.</p> <p>b)No snag shall be felled so as to prevent a loss of possible roost habitat.</p> <p>c)No operations that will cause</p>	Work is accomplished in accordance with requirements and treatments set forth in this Performance Objective.

			<p>the felling of trees of any species larger than 3 inches diameter at breast height (DBH) shall be performed between the dates of April 1st and October 1st.</p> <p><u>SELECTING TREES AND SHRUBS FOR TREATMENT:</u> The following guidelines must be followed when selecting trees and shrubs for treatment.</p> <p><u>POLE TIMBER CROP-TREE RELEASE TREATMENT GUIDE</u></p> <p>a) Select a minimum number of crop trees per acre as follows:</p> <ul style="list-style-type: none"> (1) If the stand average diameter is less than 7 inches, select a minimum of 25 crop trees per acre. (2) If the stand average diameter is greater than 7 inches, select a minimum of 15 crop trees per acre. <p>b) Select high-quality, vigorous, dominant, co-dominant or intermediate oak crop trees.</p> <p>c) Where there is an insufficient number of oak crop-trees to reach the required minimum number of crop trees, then select other high quality, vigorous, dominant or co-dominant desirable tree species as crop-trees until the required minimum is reached.</p> <p>d) The spacing between crop trees should be at least 25 feet.</p> <p>e) Treat all adjacent trees that are touching the crown of the crop tree or that are above the drip line or edge of the crop tree crown. Treat all questionable trees. Where there are two excellent crop trees beside each other, retain both trees.</p> <p>f) Do not treat any understory</p>	
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			<p>stems.</p> <p>g)It is better not to release a crop-tree or crop-trees in part of a stand than to release an obvious unacceptable tree to meet goals for spacing or number of trees per acre.</p> <p>h)For sprout clumps, treat all but the best, high quality, dominant-co dominant low origin sprout.</p> <p>i)All grape vines are to be cut within the area using the method below.</p> <p><u>WILDLIFE DEN TREES:</u> All large mast producing “wolf” trees, hollow trees, cavity containing trees and honeybee trees unless marked for removal are protected and must not be treated.</p> <p><u>METHOD OF TREATMENT:</u> Any tree or shrub designated for treatment must either be felled or double girdled at the option of the contractor. Trees felled shall leave a stump not higher than twelve inches from the ground. No top or limbs shall be left leaning against any standing tree. No undesignated trees shall be cut with the exception of those which may hinder safety of the mechanical operation.</p> <p>a)Vines: All grapevines found within the boundaries of the work areas shall be cut to within 12” of ground level.</p> <p>b)Girdles: Stems not felled shall be completely double girdled by a chainsaw with girdles 4 to 10 inches apart. Girdles shall be made in the following manner: Using a chain saw, cut through the bark and at least one inch into the wood at a height of three feet or less above the ground line. The cut must be joined so that continuous girdle results. Where irregularities in the shape of the tree make it impossible to fashion a complete girdle in the location indicated, locate the cut so that continuous girdle results.</p>	
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			<p>Multiple stem trees having a common stump may be treated as a single stem.</p> <p><u>TREATMENTS NEAR DEVELOPED AREAS:</u> Care shall be taken to remove treated trees from cleared areas around or on any structure or right of way. Trees or shrubs should not be treated if upon dying there is a high probability of them falling on to maintained areas.</p> <p>WEATHER: During periods of extremely high fire hazard, operations may be suspended by the KO or his duly authorized representatives.</p> <p><u>AILANTHUS TREATMENT:</u> For the purposes of this contract, the treatment of ailanthus will be limited to occasional occurrences of ailanthus, less than 15 stems per acre, on the overall tract. The “per acre” requirement is expressed as the average per acre on a tract-wide basis. This level of ailanthus within the stand will not be considered an “infestation”. “Infestations” of ailanthus will be treated by an invasive species control contract which is separate from this contract. If the contractor encounters a tract where the ailanthus exceeds 15 trees per acre they should report this to the NTR.</p> <p><u>AILANTHUS TREATMENT METHOD:</u> a)Basal Bark: 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. Applications of this type will be made by using one of the following chemical mixtures: 1. at least 20% triclopyr combined with a basal oil carrier (note: diesel fuel or kerosene are not accepted basal oil carriers) 2. at least 15% triclopyr combined with 5% imazapyr combined with a basal oil carrier. (note: diesel fuel or kerosene are not accepted basal</p>	
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			<p>oil carriers)</p> <p>b)Other pesticides not mentioned in the above list are subject to approval through the NSA Crane environmental department.</p> <p>c)Stems treated shall be marked with highly visible flagging or paint.</p> <p>d)Care shall be taken to protect desirable vegetation to the maximum extent practical as determined by the government.</p> <p>e)Chemicals used for this job shall not be stored on Navy property. All usage, storage, mixing, and disposition of unused chemicals, oil diluent, penetrant, and surfactant shall be in strict conformance with label directions.</p> <p>f)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 fluid transport limit of 300 gallons shall be enforced.</p> <p>g)Rinse water and containers shall be disposed of in accordance with label directions. Excess pesticides, rinse water, and containers shall not be disposed of on Navy property.</p> <p>h)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. These numbers are (812) 854-3300 and (812) 854-1132 respectively.</p> <p>i)Vehicles used to transport the herbicide shall be equipped with a fire extinguisher, a spill and</p>	
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			<p>decontamination kit as specified in TIM No. 15, and emergency wash water.</p> <p>j)Chemical Material Safety Data Sheets (MSDS) must be stored in the Accident Prevention Plan (APP) at all times.</p> <p>k)Chemical product usage must be reported monthly to the NTR</p>	
4.4	IDQ Work	Grapevine Control Timber Stand Improvement	<p><u>GENERAL REQUIREMENTS:</u> The work includes the performance of cutting all grape vines within the boundaries of the areas designated.</p> <p><u>WORK AREA BOUNDARIES:</u> Locations of the work areas will be provided by NSA Crane Foresters. Boundaries are established on the ground by a special mark on certain trees and in a straight line between such trees. The acreage to be worked as set forth in these specifications are approximate only, having been derived from Geographic Information System (GIS) mapping and not from a land survey. All disputes relating to the acreage involved shall be referred to the GIS for settlement</p> <p><u>METHOD OF TREATMENT:</u> All grape vines within this boundary are to be cut within 12” of the ground and must be completely cut Any method of severing the vines from its root is allowed, provided that no damage is done to the trees with the cutting tools.</p> <p><u>WEATHER:</u> During period of extremely high fire hazard, operations may be suspended by the KO or his duly authorized representative.</p> <p><u>AILANTHUS TREATMENT:</u> For the purposes of this contract, the treatment of ailanthus will be limited to occasional occurrences of ailanthus, less than 15 stems per acre, on the overall tract. The “per acre” requirement is expressed as the</p>	Work is accomplished in accordance with requirements and treatments set forth in this Performance Objective.

			<p>average per acre on a tract-wide basis. This level of ailanthus within the stand will not be considered an “infestation”. “Infestations” of ailanthus will be treated by an invasive species control contract which is separate from this contract. If the contractor encounters a tract where the ailanthus exceeds 15 trees per acre they should report this to the NTR.</p> <p><u>AILANTHUS TREATMENT METHOD:</u></p> <p>a)Basal Bark: 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. Applications of this type will be made by using one of the following chemical mixtures:</p> <ol style="list-style-type: none"> 1. at least 20% triclopyr combined with a basal oil carrier (note: diesel fuel or kerosene are not accepted basal oil carriers) 2. at least 15% triclopyr combined with 5% imazapyr combined with a basal oil carrier. (note: diesel fuel or kerosene are not accepted basal oil carriers) <p>b)Other pesticides not mentioned in the above list are subject to approval through the NSA Crane environmental department.</p> <p>c)Stems treated shall be marked with highly visible flagging or paint.</p> <p>d)Care shall be taken to protect desirable vegetation to the maximum extent practical as determined by the government.</p> <p>e)Chemicals used for this job shall not be stored on Navy property. All usage, storage, mixing, and disposition of unused chemicals, oil diluent, penetrant, and surfactant shall be in strict conformance with label directions.</p> <p>f)No facilities for large scale mixing are available on property.</p>	
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			<p>Thus, all mixing shall be performed off the property prior to arrival. A maximum single-tank fluid transport limit of 300 gallons shall be enforced.</p> <p>g) Rinse water and containers shall be disposed of in accordance with label directions. Excess pesticides, rinse water, and containers shall not be disposed of on Navy property.</p> <p>h) 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. These numbers are (812) 854-3300 and (812) 854-1132 respectively.</p> <p>i) Vehicles used to transport the herbicide shall be equipped with a fire extinguisher, a spill and decontamination kit as specified in TIM No. 15, and emergency wash water.</p> <p>j) Chemical Material Safety Data Sheets (MSDS) must be stored in the Accident Prevention Plan (APP) at all times.</p> <p>k) Chemical product usage must be reported monthly to the NTR</p>	
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1503050 –Timber Stand Improvement Services

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
0200000/2.2.1	N/A	Weekend Work Request	2 working days prior to work date	KO	1	As needed
0200000/2.5.3.2	N/A	Proof of Insurance	15 days after award	KO	1	Annually
0200000/ 2.6.2	J-1503050-03	Contractor Quality Control Report	24 hours after work performed	KO	1	Shall be submitted within 24 hours after a workday.
0200000/2.9.1	N/A	Accident Prevention Plan (APP)	15 days after award	KO	1	Before any on-site work is performed/Annually
0200000/2.9.2	N/A	Activity Hazard Analysis (AHA)	Prior to work commencing on a task order	KO	1	With every new task order awarded
0200000/2.9.4.1	N/A	Contractors Significant Incident report (CSIR)	If Required	KO	1	“Initial Report”- Immediately; within 4 hours of accident. “Follow up” or “Final” within 24 hours of investigation.
1503050/2.2.1	N/A	Category 2 Forest Pest Management License	Prior to work commencing	KO	1	Annually

<<Note to Spec Writer:

DELIVERABLES FORM PREPARATION INSTRUCTION

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

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

Government Approval Required:

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

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

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

Media:

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

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

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

Instructions:

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

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

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

Include description of approval chain (if required).

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

Report Preparation Instruction

Report Title: Contractor Quality Control Report

Form Attachment No.: J-1503050-3

Government Approval Required: Yes No

Media: Hard Copy Electronic Direct System Input

Preparation Instructions:

- The report shall be prepared using Microsoft Excel and will be provided by the NTR.
- The report can be delivered hard copy or by email to: brady.j.miller@navy.mil

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FUNCTIONAL ASSESSMENT PLAN (FAP)

TIMBER STAND IMPROVEMENT SERVICES (TSI)

1503050

TSI FAP

<u>Assessment Levels (AL)</u>	<u>Assessment Frequency (Freq)</u>	<u>Method of Assessment (MOA)</u>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #cccccc; width: 10%; text-align: center; vertical-align: middle;">AL1</td> <td style="padding-left: 5px;">Start assessment at this Level</td> </tr> <tr> <td style="background-color: #cccccc; width: 10%; text-align: center; vertical-align: middle;">AL2</td> <td style="padding-left: 5px;">Add this Level if Contractor performance for AL1 is Unsatisfactory</td> </tr> <tr> <td style="background-color: #cccccc; width: 10%; text-align: center; vertical-align: middle;">AL3</td> <td style="padding-left: 5px;">Add this Level if Contractor performance at AL1 or AL2 is Unsatisfactory</td> </tr> </table>	AL1	Start assessment at this Level	AL2	Add this Level if Contractor performance for AL1 is Unsatisfactory	AL3	Add this Level if Contractor performance at AL1 or AL2 is Unsatisfactory	<p>A – Annually Q – Quarterly M – Once per month BW – Once every 13-16 days W – Once per week R – As required</p>	<p>PS – Periodic Sampling RS – Random Sampling VCC – Validated Customer Complaints UV – Unscheduled Visits CE – Customer’s Evaluation</p>
AL1	Start assessment at this Level							
AL2	Add this Level if Contractor performance for AL1 is Unsatisfactory							
AL3	Add this Level if Contractor performance at AL1 or AL2 is Unsatisfactory							
<p>Note: Return to appropriate Assessment Level when performance improves.</p>		<p>Note: The first method listed in the MOA column below is the primary assessment method.</p>						

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size		Freq
				AL1	AL2	AL3	Normal	Reduced	
4.1	Post Harvest Timber Stand Improvement	Work is accomplished in accordance with requirements and treatments set forth in this Performance Objective.	RS	N/A	N/A	N/A	N/A	N/A	R
4.2	Regeneration Opening Cleaning Timber Stand Improvement	Work is accomplished in accordance with requirements and treatments set forth in this Performance Objective.	RS	N/A	N/A	N/A	N/A	N/A	R
4.3	Pole Timber Crop Tree Release Timber Stand Improvement.	Work is accomplished in accordance with requirements and treatments set forth in this Performance Objective.	RS	N/A	N/A	N/A	N/A	N/A	R
4.4	Grapevine Control Timber Stand Improvement	Work is accomplished in accordance with requirements and treatments set forth in this Performance Objective.	RS	N/A	N/A	N/A	N/A	N/A	R

AS REQUIRED PERFORMANCE ASSESSMENT SUMMARY

Annex/sub-annex: 1503050 -Timber Stand Improvement Month/Year:

Spec Item	Title	AL1 Rating						AL2/AL3 Rating			RS
		E	VG	S	M	U	# Samples	A	U	# Samples	
4.1	Post Harvest TSI										
4.2	Regeneration Opening Cleaning TSI										
4.3	Pole Timber Crop Tree Release TSI										
4.4	Grapevine Control TSI										
Comments:											
Recommended Actions:											
SPAR Signature: _____ Date: _____											

SECTION J 1503050 –Timber Stand Improvement Services
DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
TABLE OF CONTENTS

<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1503050-01	Definitions and Acronyms
J-1503050-02	Applicable Publications and Directives
J-1503050-03	Contractor Quality Control Report

SECTION J 1503050 -Timber Stand Improvement Services
 J-1503050-01
DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
Acre	Unit of Measure
Appearance	Where there is a sense impression or outward aspect of an area or thing that is consistent, uniform and neat in and around the surroundings.
ATFP	Anti-Terrorism Force Protection
Coppice	To regenerate trees by stump sprouts
Debris	Includes, but is not limited to, paper, cans, bottles, limbs and branches, pine straw and pinecones, leaves, rocks, and other similar items.
Diameter at Breast Height (DBH)	The diameter of a tree measured at 4½ feet above ground level.
Girdle	To cut through the bark and at least one inch deeper than the cambium completely around the tree, forming a complete cut.
Personnel	The contractor shall provide a professional forester with qualifications, technical knowledge, experience and skills required to efficiently provide professional forestry services on the site at all times when work is ongoing, in addition to one other person.
Post Harvest	After a timber harvest
Professional Forester	Forester who graduates with a forestry degree from an SAF accredited university. Academic transcripts may be requested.
Regeneration Opening	Method of timber harvest where all merchantable trees are harvested with goal of regenerating new trees in that location
Rut	Depressions made in soil or grass by tires of vehicles or heavy equipment.
SAF	Society of American Foresters
Stump	The bottom portion of a tree, which remains in the ground after the tree, has been cut for removal. Usually less than five feet in height.
Tract	A designated area of land which may be indicated on installation maps or other attachments.
Tree	A perennial woody plant having a permanent self-supporting single stem or multiple stems. Ordinarily grows higher than ten feet, and usually develops branches at some distance above the ground with a definite crown shape.

SECTION J 1503050 – Timber Stand Improvement Services
ATTACHMENT J-1503020-02
APPLICABLE PUBLICATIONS AND DIRECTIVES

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:

Code of Federal Regulations, Title 29 CFR Part 1926, Safety regulations for Construction Industry`

Code of Federal Regulations, Title 29 CFR Part 1910, Safety regulations for General Industry

Corps of Engineers Manual, EM 385-1-1

U.S. Department of Labor, OSHA, Construction Industry Regulations, 29 CFR 1926 OSHA

NAFAC Guide Specification, NFGS-01525

NAVWPNSUPPCENCRANEINST 5100.22, Occupational Safety and Health Manual

NAVSURFWARCENDIVCRANEINST 5090.6, Hazardous Materials control and Management Program

Public Law 91-190, National Environmental Policy Act (NEPA)

NSWC Contractor's Operations Manual

SEED PROJECT #1

Timber Stand Improvement Services Contract N40085-15-R-7918
Request For Proposal #1 Seed Project Post Harvest TSI
Naval Facilities Engineering Command (NAVFAC) ML - Environmental
Post-Harvest Timber Stand Improvement
Naval Support Activity – Crane, Crane IN

Statement of Work:

Part 1 – General Intent:

1.1. SCOPE:

This work includes providing all labor, supervision, tools, materials, equipment and transportation necessary to complete post-harvest timber stand improvement on **30 acres**. The work includes performing the work utilizing the methods, requirements, and information provided in Section 4.1. Work is to be completed within the areas designated on the provided maps. Areas to be treated are indicated by boundary trees marked with highly visible paint.

1.2. Work Area History:

Each work area is identified for forestry work purposes as a “tract”. This tract was harvest during March 2015.

Heron T-1	Vine Control	2013
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1.3. Location Information:

The installation is an industrial operation with 10 tenant military activities and approximately 64,000 acres of woods, grassland and industrial areas. The installation contains 412 miles of road way and 130 miles of rail and is surrounded by Martin, Davies, Greene and Lawrence Counties in Southern Indiana.

PART 2 - Attachments

Attachment 1 is a map of Naval Support Activity Crane, Crane IN. Within the map, you will find colored areas depicting the individual tracts called out in this scope of work. The following attachments are the individual tracts where work is to be performed under this task order.

Attachment 1: [Vicinity Map](#)

Attachment 2: Heron Tract-1

PART 3 – EXECUTION

Work shall be performed during normal working hours. All work shall be coordinated with Post Award Project Manager Brady Miller. He can be reached at brady.j.miller@navy.mil , 812-854-2632 or 812-295-7272.

The Contract Specialist for this project will be Lorna Tribby and can be reached at lorna.tribby@navy.mil or 812-854-6021. Please direct any questions regarding the solicitation to Lorna.

All work under this task order shall be complete and ready for inspection no later than 365 days after award of the contract.

PART 4 – SUBMITTALS

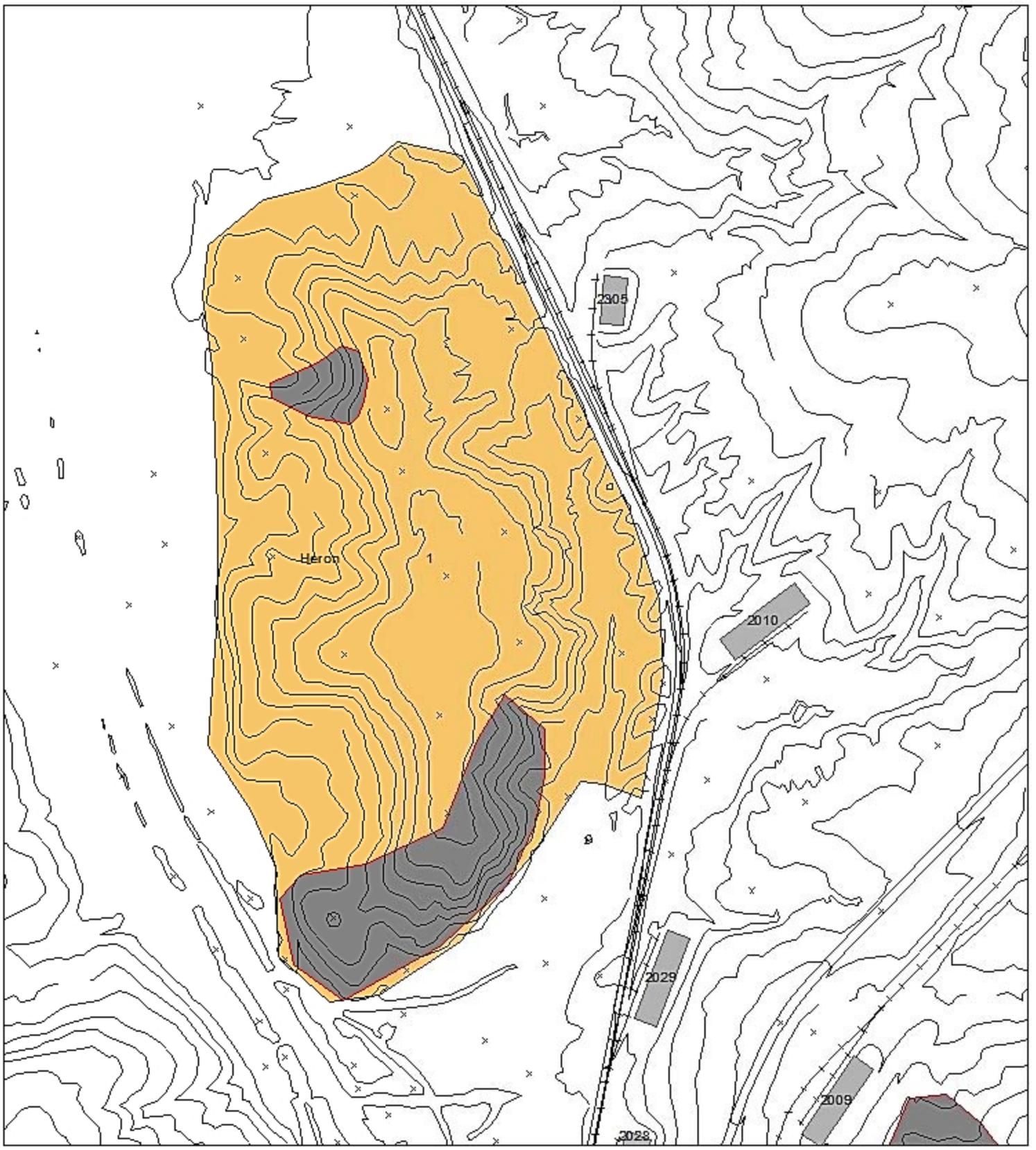
1. Activity Hazard Analysis per EM 385-1-1 for approval prior to beginning on site work.
2. Security Passes for employees. Please contact Brady Miller at least 2 days in advance of working.

(END OF SECTION)

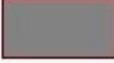
**ATTACHMENT 6
SCHEDULE OF PRICES**

Contract #N40085-15-R-7918 RFP #01 Seed Project Post Harvest TSI

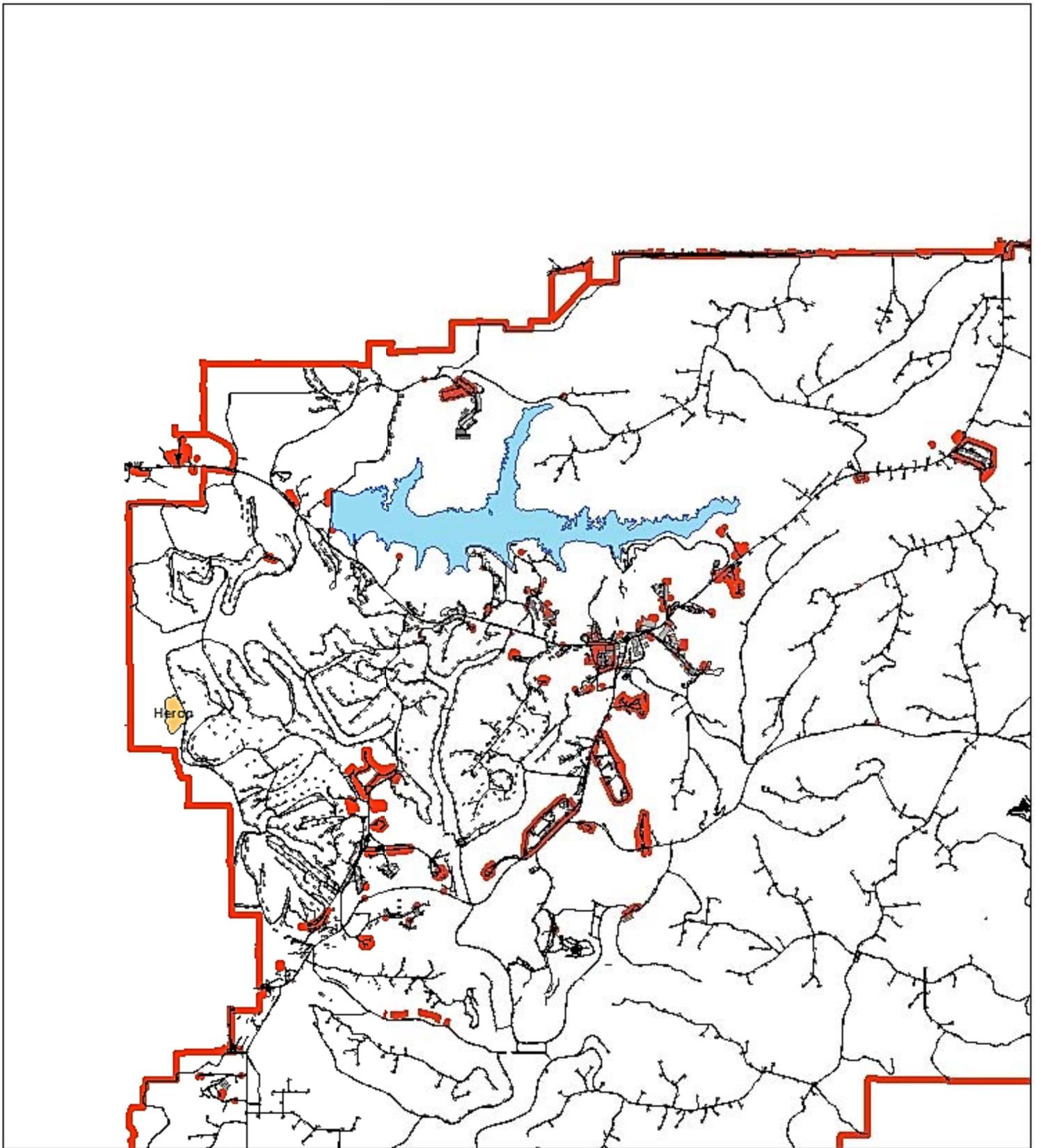
<u>LINE ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
Heron T-1	30.00	AC		\$ _____ -
TOTAL ACRES:	30.00			
		TOTAL PRICE:		\$ _____ -



Heron T-1: 30 Acres:
Opening Acres (New: 4) (Old: 0)

-  Openings
-  Heron T-1





Seed Project 1
Post Harvest TSI Vicinity Map

 Heron T-1



SEED PROJECT #2

Timber Stand Improvement Services N40085-15-R-7918
Request For Proposal Seed Project Grapevine Control TSI
Naval Facilities Engineering Command (NAVFAC) ML - Environmental
Grapevine Control Timber Stand Improvement
Naval Support Activity – Crane, IN

Statement of Work:

Part 1 – General Intent:

1.1. SCOPE:

This work includes providing all labor, supervision, tools, materials, equipment and transportation necessary to complete grapevine control timber stand improvement. The work includes performing Grapevine Control TSI on **137 Acres** utilizing the methods, requirements, and information provided in Section 4.4 Work is to be completed within the areas designated on the provided maps. Areas to be treated are indicated by boundary trees marked with highly visible paint, or maintained ROW.

1.2. Work Area History:

Each work area is identified for this forestry work is identified as a “tract”. The tracts on the attached price sheet and vicinity map have been identified as needing Grapevine Control TSI work. If there is no history/info indicated in the below chart then there has been no previous treatments of any kind on the stand and there are likely many vines present.

Tract ID	HISTORY/INFO
274	-Timber Harvest & Post Harvest TSI 1973 -Vine Control TSI 1992

1.3. Location Information:

The installation is an industrial operation with 10 tenant military activities and approximately 64,000 acres of woods, grassland and industrial areas. The installation contains 412 miles of road way and 130 miles of rail and is surrounded by Martin, Davies, Greene and Lawrence Counties in Southern Indiana.

PART 2 – Attachments

Attachment 1 is a vicinity map of Naval Support Activity Crane, Crane IN. Within the map, you will find colored areas depicting the individual tracts called out in this scope of work.

Attachment 1: [Vicinity Map](#)

Attachment 2: [Tracts 215, 236, 237](#)

Attachment 3: [Tracts 229, 268, 273, 274](#)

PART 3 – EXECUTION

Work shall be performed during normal working hours. All work shall be coordinated with Post Award Project Manager Brady Miller. He can be reached at brady.j.miller@navy.mil , 812-854-2632 or 812-295-7272.

The Contract Specialist for this project will be Lorna Tribby and she can be reached at lorna.tribby@navy.mil or 812-854-6021. Please direct any questions regarding the solicitation to Lorna.

All work under this task order shall be complete and ready for inspection no later than 365 days after award of the task order.

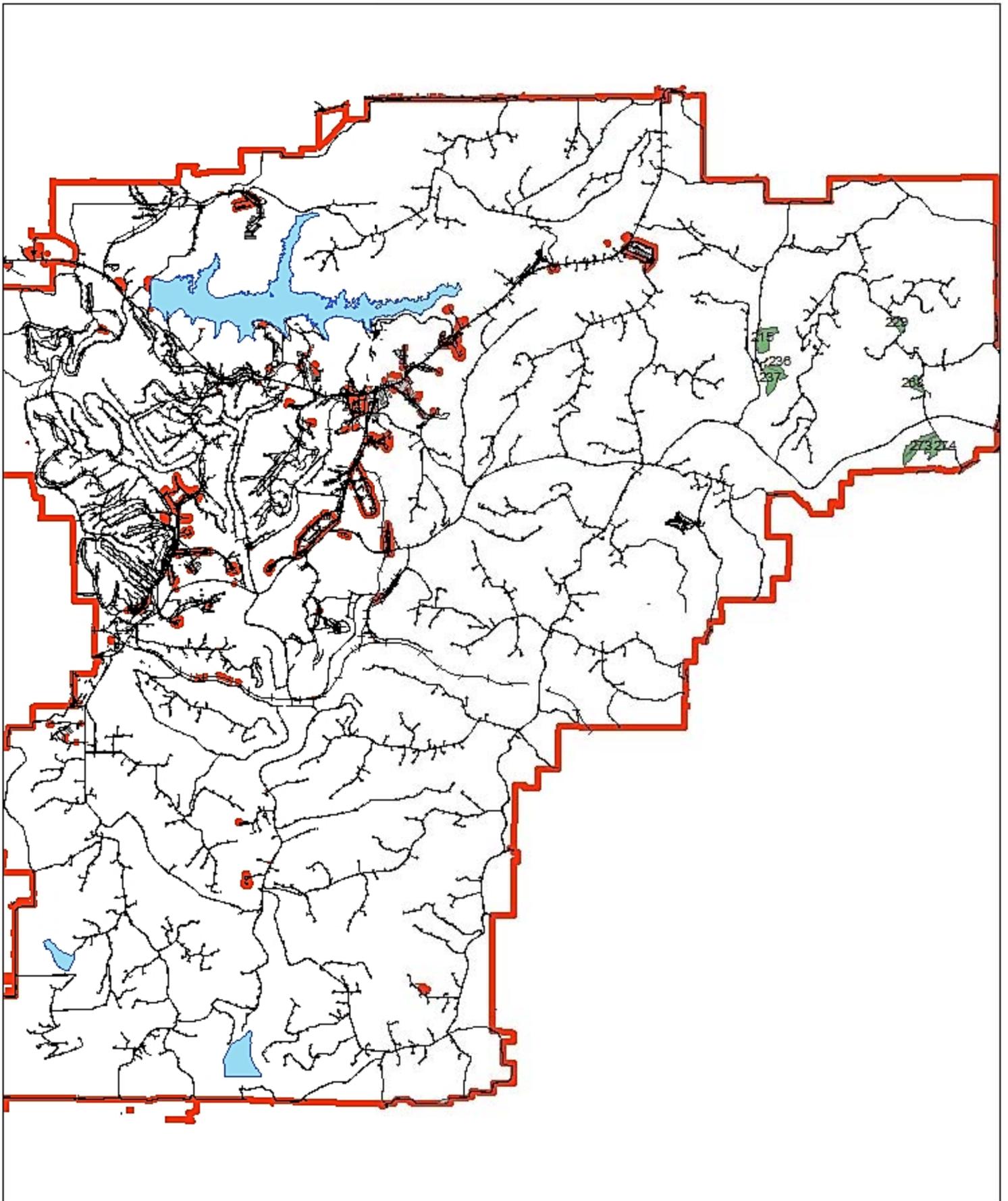
PART 4 – SUBMITTALS

1. Activity Hazard Analysis per EM 385-1-1 for approval prior to beginning on site work
2. Security Passes for employees. Please contact Brady Miller at least 2 days in advance of working.

(END OF SECTION)

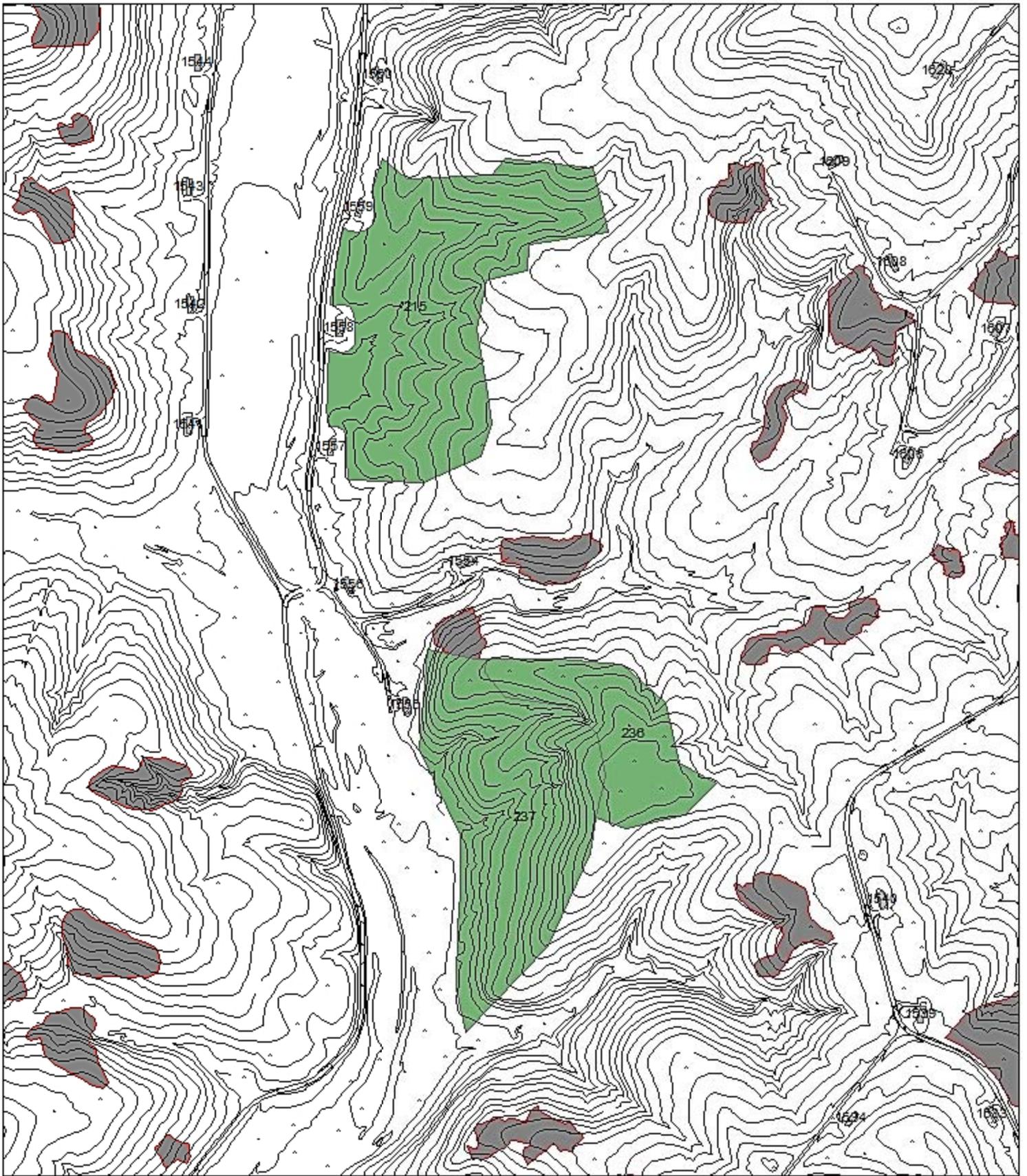
Contract #N40085-15-R-7918 RFP #2 Grapevine Control TSI Seed Project

<u>LINE ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
	215	29.00	AC	\$ <u> -</u>
	236	9.00	AC	\$ <u> -</u>
	237	23.00	AC	\$ <u> -</u>
	229	9.00	AC	\$ <u> -</u>
	268	11.00	AC	\$ <u> -</u>
	273	33.00	AC	\$ <u> -</u>
	274	23.00	AC	\$ <u> -</u>
 TOTAL ACRES:	 137.00	 AC		
			TOTAL PRICE:	\$ <u> -</u>

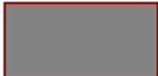


Seed Project Vine Control TSI Vicinity Map
137 Acres

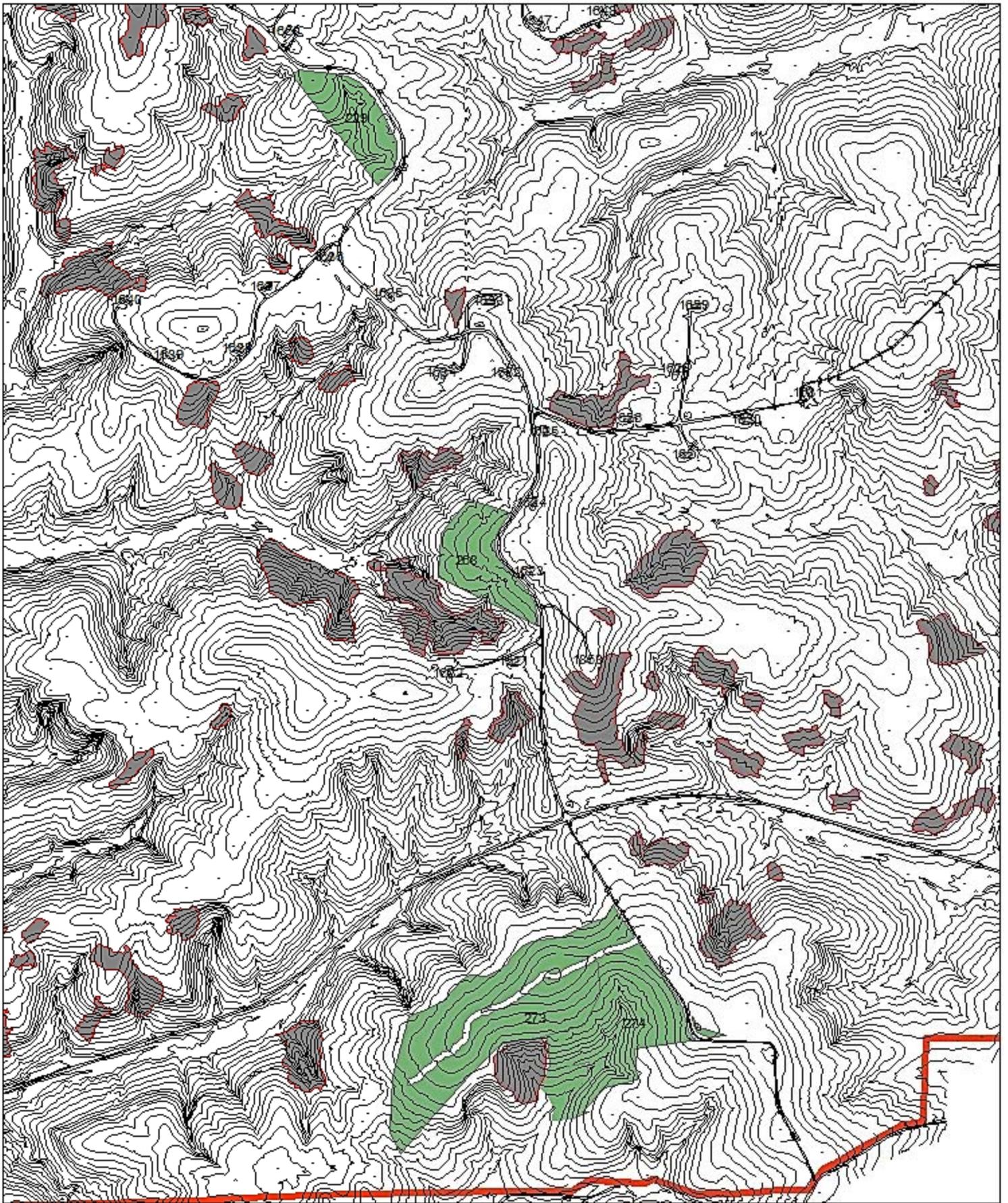




Vine Control TSI Tracts: 215, 236, 237

 Openings





Vine Control TSI Tracts: 229, 268, 273, 274

 Openings

